



**International Transmittal Form  
AGREEMENT: DESKTOP OPERATING SYSTEM**

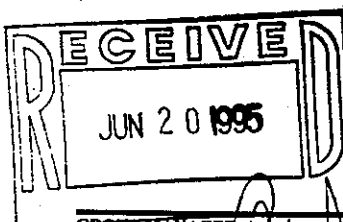
STANDARD LICENSE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		PER SYSTEM - <input type="checkbox"/> PER COPY - <input type="checkbox"/> BOTH - <input type="checkbox"/>	DRAFT PREVIOUSLY APPROVED BY LEGAL YES <input type="checkbox"/> NO <input type="checkbox"/>	NEW LICENSE # FOR CORPORATE USE ONLY  G150-5159
NON-STANDARD FINANCIAL TERMS YES* or NO (*Requires Finance Approval) Identify all such terms in COMMENTS Section			RESPONSIBLE SUBSIDIARY MS GMBH	
COMPLETE COMPANY NAME Vobis Microcomputer AG			SHORT COMPANY NAME Vobis	
ADDRESS Carlo-Schmid-Str. 12  52416 Waerselen bei Aachen (Germany)			PHONE # (INCLUDE CITY AND COUNTRY CODES) 011-49-2405-444127  FAX # 011-49-2405-444455	
			PERSON TO SEND NOTICES/REQUEST Mr. Dahmen	
			TITLE	
ACCT MGR'S EMAIL NAME FredKa	ACCT MGR'S SIGNATURE 	GM'S EMAIL NAME CWedel	GM'S SIGNATURE	
EFFECTIVE DATE OF LICENSE 16 Mar 1995	LICENSE TERM 31 July 1995	INITIAL PAYMENT \$0.00	ESTIMATED MONTHLY PC SHIPMENTS 25,000 UNITS	TOTAL ESTIMATED ROYALTIES FOR LICENSE TERM \$ _____

**PRODUCTS LICENSED**

PRODUCT	VERSION	MONTHLY UNITS	BREAK 1 ROYALTY	BREAK 2 ROYALTY	BREAK 3 ROYALTY
MS-DOS	6.22	4000	\$14.00	\$	\$
Enhanced Tools			\$	\$	\$
Windows	3.11	0	\$17.00	\$	\$
Windows for Workgroups	3.11	25,000	\$17.00	\$	\$
Windows 95			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

**COMMENTS**

(If lengthy, please attach as a separate memo.)  
(PLEASE PROVIDE DETAILS OF TRANSACTION, NON-STANDARD CHANGES TO AGREEMENT  
AND IF THIS IS A NEW OEM CUSTOMER PROVIDE NATURE OF OEM'S BUSINESS)



GROUP MANAGER 	VICE PRESIDENT
OEM DIRECTOR 	LEGAL DEPT. 
SIGN AND SEND THANK YOU LETTER? YES [ ] NO [ ]	*FINANCE (IF NON-STANDARD FINANCIAL TERMS)

MICROSOFT OEM LICENSE AGREEMENT  
FOR DESKTOP OPERATING SYSTEMS

# G150-5159 dated March 16, 1995

with VOBIS MICROCOMPUTER AG, a corporation of Germany.

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 Replicator" shall mean a third party approved by MS from which COMPANY may acquire Product reproduced in accordance with MS specifications. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY from time to time of changes to this list.
- (c) "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.
- (d) "Customer System" shall mean COMPANY's computer system product(s) described in the Exhibit(s) C. Unless otherwise expressly specified in the applicable Exhibit C, a Customer System shall be an assembled computer system which (i) is configured for use only by a single user; (ii) is designed to use a video display and keyboard; and (iii) includes at least a CPU, a motherboard, a power supply, and a case.
- (e) "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. 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.
- (f) "Product Deliverables" shall mean (i) Product software in object code form (ii) installation utilities, if applicable, (iii) a single copy of Product documentation; and (iv) any other deliverables identified in Exhibit C or otherwise identified by MS as Product Deliverables.
- (g) "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].
- (h) "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)].
- (i) "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) distribute no more than one (1) copy each of Product software (in addition to Preinstalled Product Software) and Product documentation with each Customer System. Except as necessary to install Preinstalled Product Software, COMPANY may not reproduce Product or Product Deliverables. COMPANY may supplement but shall not modify or translate Product documentation. COMPANY shall make no use of Product Deliverables except as described in Section 2(a) of this Agreement.
- (b) 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 or receiving any confidential information under this Agreement, each COMPANY Subsidiary shall execute and deliver to MS the COMPANY Subsidiary Agreement in the form indicated in Exhibit X.
- (c) COMPANY acknowledges that Authorized Replicator may refuse to fill orders for Product in quantities beyond those which, in MS' opinion, COMPANY will be able to distribute in compliance with the terms of this Agreement. COMPANY further acknowledges that MS may suspend COMPANY's license rights hereunder and/or require 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.
- (d) COMPANY shall include APM with Product software distributed by COMPANY. If COMPANY elects not to distribute Product documentation with any Customer Systems distributed with Product software, it is mandatory that COMPANY make Product documentation available to end users as a mail order fulfillment item directly from COMPANY or a MS designated fulfillment source. Product documentation shall not be available through any other COMPANY distribution channel.
- (e) COMPANY's license shall extend to Update Releases and Version Releases. COMPANY's license shall not extend to Product Releases.
- (f) This Agreement does not include technical support by MS to COMPANY, its distributors, dealers or end users. Technical support may be available from MS or an MS subsidiary pursuant to a separate agreement.
- (g) MS reserves all rights not expressly granted including, without limitation, modification rights, translation rights, rental rights, and rights to source code. MS shall retain title to Product software and Product Deliverables.

### 3. PAYMENT AND REPORTING.

(a) COMPANY agrees to pay MS the royalties in Exhibit(s) C. Royalties are based upon COMPANY's estimated shipment volume indicated in Exhibit(s) C. Royalties exclude any charges by Authorized Replicator for units of Product or API ordered by COMPANY. Royalties also exclude any taxes, duties, fees, excises or tariffs imposed on any of COMPANY's or COMPANY's Subsidiaries' activities in connection with this Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be paid by COMPANY. In the event COMPANY fails to accrue any royalties due MS under this Agreement prior to termination or expiration, MS may charge COMPANY an administrative fee in the amount of Ten Thousand Dollars (US\$10,000.00).

(b) COMPANY further agrees to pay MS the initial payment amount(s) ("Initial Payment Amount(s)") specified in Exhibit(s) C upon signing of this Agreement. Provided COMPANY has complied with all material terms and conditions of this Agreement, such Initial Payment Amount(s), after deduction, by set off or otherwise, of any outstanding amounts or obligations due to MS, will be refunded to COMPANY within forty-five (45) days of COMPANY's final royalty report and payment under this Agreement. COMPANY may not recoup the Initial Payment Amount(s) against royalties due to MS or payments made to any Authorized Replicator.

(c) In the event income taxes are required to be withheld by any non-U.S.A. government on payments to MS required hereunder, provided that COMPANY promptly delivers 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 may deduct such taxes from the amount owed MS and shall pay them to the appropriate tax authority. 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) monthly royalty reports to MS as specified in Exhibit N within fifteen (15) days after the end of each calendar month, and fifteen (15) days after termination or expiration for the final full or partial month.

(i) In the event that COMPANY's monthly report is not received by MS within the above-specified fifteen day period, COMPANY authorizes MS to bill COMPANY, and COMPANY agrees to pay MS, based on reports submitted to MS by the Authorized Replicator(s) for the subject month and, at MS' option, for all subsequent months during the term of this Agreement. MS' monthly billing of COMPANY based on reports submitted by the Authorized Replicator(s) shall not relieve COMPANY of any reporting or payment obligations under the Agreement.

(ii) COMPANY's report shall be certified as complete and correct and signed by a duly authorized officer or director of COMPANY. A copy of COMPANY's report shall be sent to MS electronically or via facsimile in addition to the original copy sent in accordance with Exhibit N. COMPANY's royalty reports shall be in the royalty report format attached as Exhibit R or other format as MS may provide from time to time and shall specify royalties for each Product and language version described in Exhibit(s) C.

(e) COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) payments to MS thirty (30) days after the end of each calendar month, and thirty (30) days after termination or expiration for the final full or partial month. A ten percent (10%) late charge and a one percent (1%) monthly finance charge will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(f) No royalty shall accrue to MS for Product software (i) used by COMPANY solely for testing systems; (ii) shipped to replace defective copies; (iii) shipped as a backup copy in addition to Preinstalled Product Software in accordance with Section 2(a)(ii); or (iv) used for demonstrations of Customer Systems to prospective customers if clearly marked "For Demonstration Purposes Only" (not to exceed fifty (50) copies per Product).

(g) 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 Product Deliverables to COMPANY.

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

(i) If 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, then 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 Deliverables by any particular date. COMPANY shall not distribute for revenue any release of a Product until MS delivers Product Deliverables to COMPANY.

### 5. DEFENSE OF INFRINGEMENT CLAIM

(a) MS agrees to defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Product(s) infringe any copyright enforceable in any Included Jurisdictions (defined in Section 5(d), below); or (ii) the Product name(s) or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in the Included Jurisdictions; provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.

(b) In the event MS receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Product(s) or Mark(s), MS may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to distribute the alleged infringing Product or Mark, or (ii) replace or modify the Product or Mark to make it non-infringing, and in which case, COMPANY shall thereupon cease distribution of the alleged infringing Product or Mark.

(c) MS shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on COMPANY's (i) manufacture, distribution, or use of any Product or Mark after MS' notice that COMPANY should cease manufacture, distribution, or use of such Product or Mark due to such a claim; or (ii) combination of a Product with a non-MS product, program or data; or (iii) adaptation or modification of any Product. For all claims described in this Section 5(c), COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

(d) MS shall have no obligation to COMPANY for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, 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. In addition to MS' other remedies, for each copy of the Product(s) that is available other than inside the Customer System package, MS may charge COMPANY an additional royalty equal to thirty percent (30%) of the highest royalty rate (corresponding to the lowest volume) stated in Exhibit C for the Product. COMPANY shall pay such additional royalty within thirty (30) days of receipt of MS' invoice. COMPANY shall not remove or modify the package contents of 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 (or 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 except as permitted by applicable law without the possibility of contractual waiver.

(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, except that the EULA 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 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.

#### 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(b).

#### 9. TERM OF AGREEMENT.

The term of this Agreement shall run from the Effective Date until July 31, 1995.

#### 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; (iv) if COMPANY becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors; or (v) 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(a), 14(c), 19 or (if applicable) Exhibit S shall be effective upon notice to the defaulting party. Termination due to Section 10(a)(iv) shall be effective upon notice or as soon thereafter as is permitted by applicable law. At the option of the non-defaulting party, termination due to a breach of any provision of this Agreement may be effective upon notice to the defaulting party if such party has received two (2) or more previous notices of default during the term of this Agreement (whether or not such previous defaults have been cured). 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.

(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

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MICROSOFT CONFIDENTIAL

Microsoft OEM License Agreement dated March 16, 1995 between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.

MSC 008002718  
CONFIDENTIAL

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 sufficient to substantiate the number of copies of Product and the number of Customer Systems distributed by or for COMPANY. COMPANY shall maintain on COMPANY premises such records for itself and for each COMPANY Subsidiary which exercises rights under this Agreement.

(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 and/or COMPANY's Subsidiaries' books and records and/or (ii) an inspection to be made of COMPANY's and/or COMPANY's Subsidiaries' facilities and procedures. Any audit and/or inspection shall be conducted during regular business hours at COMPANY's and/or COMPANY's Subsidiaries' 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's and/or COMPANY's Subsidiaries' 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 "Government"), shall be provided with RESTRICTED RIGHTS in accordance with DFARS 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, U.N. Protected Areas and areas of Republic of Bosnia and Herzegovina under the control of Bosnian Serb forces), Iran, Iraq, Libya, North Korea, and Syria. 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.

(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(s) C	Product and Customer Systems
Exhibit N	Addresses
Exhibit P (if executed)	Promissory Note/Guarantee
Exhibit R	Royalty Report
Exhibit(s) S (if executed)	Source Code
Exhibit T (if executed)	Shipments to Third-Party MS Licensees
Exhibit X (if executed)	COMPANY Subsidiaries
Exhibit Z (if executed)	Additional Country/Region Provisions

19. MARKETING RESTRICTIONS.

COMPANY shall not advertise or otherwise market the Products as separate items, but shall clearly indicate in all marketing materials relating to the Products and Customer System(s) that the Products are available only as an indivisible part of a Customer System. COMPANY shall not publish or otherwise mark a separate price for the Product(s). COMPANY shall, upon MS' request, immediately discontinue the use of, or amend to MS' specifications, any marketing materials relating to Products that fail to comply with the provisions of this section of the Agreement.

If COMPANY fails to comply with the provision above, MS shall have the right to terminate the Agreement effective immediately according to Section 10 in the Agreement.

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.

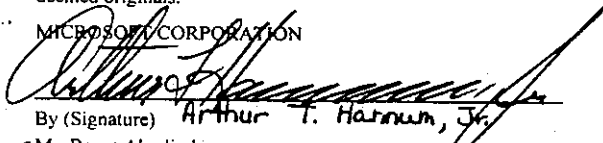
Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer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

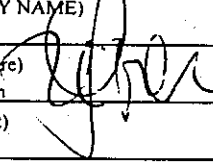
Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, 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 Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

*for*   
 By (Signature) Arthur T. Hannum, Jr.  
 Name (Print) Mr. Bengt Akerlind  
 Title Director OEM Sales Europe  
 Date June 16, 1995

VOBIS MICROCOMPUTER AG  
(COMPANY NAME)

  
 By (Signature) \_\_\_\_\_  
 Name (Print) Theo Lieven  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

NOTICE:

This is an OEM distribution license. Product can only be distributed with a Customer System, as specified in Sections 1(e) and 6(a).

EXHIBIT A - SAMPLE END USER LICENSE AGREEMENT

**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 floppy disk(s) in 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 REBL/D 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)(ii) 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.

**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's 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.

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**MICROSOFT CONFIDENTIAL**

Microsoft OEM License Agreement dated March 16, 1995 between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.

**MSC 008002721**  
**CONFIDENTIAL**



**EXHIBIT C1  
FOR DESKTOP OPERATING SYSTEMS**

**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 = 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, K = Kanji, N = Norwegian, POL = Polish, POR = Portuguese, PRC = PRC Simplified Chinese, RU = Russian, SW = Swedish, TH = Thai, TR = Turkish

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. 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		<u>Royalty</u> US\$14.00  Estimated monthly volume: 4,000	<u>Royalty</u> US\$ _____  Estimated monthly volume: _____	US\$0.00	
2. Enhanced Tools for MS-DOS® 6.22 Version 1.02	EN				US\$0.50	
3. 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	(a), (b)	<u>Royalty</u> US\$17.00  Estimated monthly volume: 25,000	<u>Royalty</u> US\$ _____  Estimated monthly volume: _____	US\$0.00	
4. Windows™ operating system Version 3.11	CE, CZ, D, DA, E, EE, EN, FI, FF, FR, HUN, I, N, POL, POR, RU, SW, DU	(a)	<u>Royalty</u> US\$17.00  Estimated monthly volume: 0	<u>Royalty</u> US\$ _____  Estimated monthly volume: _____	US\$0.00	
5. Windows™ operating system Version 3.2 (PRC Chinese Version)	PRC	(a), (d), (e), (f)			Not Applicable	

**EXHIBIT C1**  
(Continued)

Product Number Name and Version	Language Versions **	Applicable Additional Provisions	Per System Royalty	Per Copy Royalty*	Non-English Additional Royalty	Added by Amendment Number
6. MS-DOS® operating system Version 6.2/V	K				Not Applicable	
7. Enhanced Tools for MS-DOS® 6.2/V Version 1.0/V	K				Not Applicable	
8. MS-DOS® ROM Version operating system Version 5.0	EN	(c), (g)			US\$ _____	

**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 specify "per system" in the Basis column 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.
- 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.
- 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.
- 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.

EXHIBIT C1  
(Continued)

"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 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.
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 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, then COMPANY's per copy royalty rate(s) shall be restored to the rate(s) specified in the Product table above.

COMPANY BRAND NAMES AND TRADEMARKS:

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

1. Highscreen
2. Goodname
3. Acrobat

ADDITIONAL PROVISIONS KEY

- (a) 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.
- (b) 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.
- (c) The royalty stated for the Product enables COMPANY to distribute the Product software only in the form of Preinstalled Product Software.
- (d) This Product is available with only simplified Chinese character fonts licensed from a third party which comply with the applicable restrictions established in the PRC. COMPANY acknowledges that such fonts may differ in quality and characteristics to Chinese character fonts available in other Microsoft Products.
- (e) 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 this Product is available.
- (f) The packaging for 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".
- (g) Product software for this Product is not available from an Authorized Replicator. With respect solely to this Product, MS grants COMPANY the right to reproduce Product software in object code form in accordance with MS specifications contained in the Product Deliverables (as defined below). Notwithstanding Section 2(a)(ii), COMPANY shall only distribute the Product as Preinstalled Product Software. Backup copies are not permitted. The EULA for this Product is not available from the Authorized Replicator. COMPANY should refer to the Product Deliverables for the form of the EULA.

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

In the event that COMPANY wishes to add an entirely new model line or series for licensed Products (e.g., "Lowscreen (Model Name) 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 = MS-DOS 6.2; 2 = Enhanced Tools for MS-DOS 6.2; 3 = Windows for Workgroups 3.11; 4 = Windows 3.11; 5 = Windows, PRC Version 3.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = MS-DOS ROM 5

**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/ID	80486 / Pentium	S								
2.	Highscreen ( Model Name ) System ID/MD/MW	80486 / Pentium	S		S						
3.	Highscreen ( Model Name ) System O/ID/MD	80486 / Pentium	S								
4.	Highscreen ( Model Name ) System O/IW/ID/MD	80486 / Pentium	S								
5.	Highscreen ( Model Name ) System O/IW/MWs	80486 / Pentium				S					
6.	Highscreen ( Model Name ) System O/IW/ID/MWs	80486 / Pentium				S					
7.	Highscreen ( Model Name ) System O/IW/MD/MWs	80486 / Pentium	S			S					
8.	Highscreen ( Model Name ) System O/IW/MW	80486 / Pentium			S						
9.	Highscreen ( Model Name ) System O/IW/ID/MW	80486 / Pentium			S						
10.	Highscreen ( Model Name ) System O/IW/MD/MW	80486 / Pentium	S		S						
11.	Highscreen ( Model Name ) System O/IW/MD	80486 / Pentium	S								
12.	Highscreen ( Model Name ) System MD/MWs	80486 / Pentium	S			S					
13.	Highscreen ( Model Name ) System MD/MW	80486 / Pentium	S		S						
14.	Highscreen ( Model Name ) System ID/MWs	80486 / Pentium				S					
15.	Acrobat( Model Name ) System ID/MD/MWs	80486 / Pentium	S			S					
16.	Highscreen ( Model Name ) System ID/MW	80486 / Pentium			S						
17.	Highscreen ( Model Name ) System O/MD/	80486 / Pentium	S								
18.	Highscreen ( Model Name ) System O/MWs	80486 / Pentium				S					
19.	Highscreen ( Model Name ) System O/MW	80486 / Pentium			S						
20.	Highscreen ( Model Name ) System O/MD/MWs	80486 / Pentium	S			S					
21.	Highscreen ( Model Name ) System O/MD/MW	80486 / Pentium	S		S						
22.	Highscreen ( Model Name ) System O/ID/MWs	80486 / Pentium				S					
23.	Highscreen ( Model Name ) System O/ID/MW	80486 / Pentium			S						
24.	Goodname ( Model Name ) System MD/ID	80486 / Pentium	S								
25.	Goodname ( Model Name ) System ID/MD/MW	80486 / Pentium	S		S						
26.	Goodname ( Model Name ) System O/ID/MD	80486 / Pentium	S								

EXHIBIT C1  
(Continued)

27.	Goodname ( Model Name ) System O/IW/ID/MD	80486 / Pentium	S							
28.	Goodname ( Model Name ) System O/IW/MWs	80486 / Pentium				S				
29.	Goodname ( Model Name ) System O/IW/ID/MWs	80486 / Pentium				S				
30.	Goodname ( Model Name ) System O/IW/MD/MWs	80486 / Pentium	S			S				
31.	Goodname ( Model Name ) System O/IW/MW	80486 / Pentium				S				
32.	Goodname ( Model Name ) System O/IW/ID/MW	80486 / Pentium				S				
33.	Goodname ( Model Name ) System O/IW/MD/MW	80486 / Pentium	S			S				
34.	Goodname ( Model Name ) System O/IW/MD	80486 / Pentium	S							
35.	Goodname ( Model Name ) System MD/MWs	80486 / Pentium	S				S			
36.	Goodname ( Model Name ) System MD/MW	80486 / Pentium	S			S				
37.	Goodname ( Model Name ) System ID/MWs	80486 / Pentium					S			
38.	Goodname ( Model Name ) System ID/MD/MWs	80486 / Pentium	S				S			
39.	Goodname ( Model Name ) System ID/MW	80486 / Pentium				S				
40.	Goodname ( Model Name ) System O/MD/	80486 / Pentium	S							
41.	Goodname ( Model Name ) System O/MWs	80486 / Pentium					S			
42.	Goodname ( Model Name ) System O/MW	80486 / Pentium				S				
43.	Goodname ( Model Name ) System O/MD/MWs	80486 / Pentium	S				S			
44.	Goodname ( Model Name ) System O/MD/MW	80486 / Pentium	S			S				
45.	Goodname ( Model Name ) System O/ID/MWs	80486 / Pentium					S			
46.	Goodname ( Model Name ) System O/ID/MW	80486 / Pentium				S				
47.	Acrobat ( Model Name ) System MD/ID	80486 / Pentium	S							
48.	Acrobat ( Model Name ) System ID/MD/MW	80486 / Pentium	S			S				
49.	Acrobat ( Model Name ) System O/ID/MD	80486 / Pentium	S							
50.	Acrobat ( Model Name ) System O/IW/ID/MD	80486 / Pentium	S							
51.	Acrobat ( Model Name ) System O/IW/MWs	80486 / Pentium					S			
52.	Acrobat ( Model Name ) System O/IW/ID/MWs	80486 / Pentium					S			
53.	Acrobat ( Model Name ) System O/IW/MD/MWs	80486 / Pentium	S				S			
54.	Acrobat ( Model Name ) System O/IW/MW	80486 / Pentium				S				
55.	Acrobat( Model Name ) System O/IW/ID/MW	80486 / Pentium				S				
56.	Acrobat( Model Name ) System O/IW/MD/MW	80486 / Pentium	S			S				

**EXHIBIT C1**  
(Continued)

57.	Acrobat( Model Name ) System O/IW/MD	80486 / Pentium	S							
58.	Acrobat ( Model Name ) System MD/MWs	80486 / Pentium	S			S				
59.	Acrobat( Model Name ) System MD/MW	80486 / Pentium	S		S					
60.	Acrobat( Model Name ) System ID/MWs	80486 / Pentium				S				
61.	Acrobat( Model Name ) System ID/MD/MWs	80486 / Pentium	S			S				
62.	Acrobat( Model Name ) System ID/MW	80486 / Pentium			S					
63.	Acrobat( Model Name ) System O/MD/	80486 / Pentium	S							
64.	Acrobat( Model Name ) System O/MWs	80486 / Pentium				S				
65.	Acrobat( Model Name ) System O/MW	80486 / Pentium			S					
66.	Acrobat( Model Name ) System O/MD/MWs	80486 / Pentium	S			S				
67.	Acrobat( Model Name ) System O/MD/MW	80486 / Pentium	S		S					
68.	Acrobat( Model Name ) System O/ID/MWs	80486 / Pentium				S				
69.	Acrobat( Model Name ) System O/ID/MW	80486 / Pentium			S					

Exhibit to the Microsoft OEM License Agreement dated March 16, 1995, between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.

**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. Wilhelm Leyer

**SHIP TO:**

Vobis Microcomputer AG  
Carlo-Schmid-Str. 12  
52416 Wuerselen bei Aachen (Germany)  
Attn: Mr. Heinz-Willi Dahmen

**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.A. 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

**Fax copies of royalty reports to:**

OEM Finance Fax: (206) 936-5298

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

**Regarding:**

Microsoft International OEM Collections  
Account #38468231

**Fax copies of royalty reports to:**

OEM Finance Fax: +1-206-936-5298

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 R  
ROYALTY REPORT**

Royalty Report for \_\_\_\_\_ [COMPANY]  
Reporting Period: \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_

Microsoft License # \_\_\_\_\_

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

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

Total Royalty Reported: \$ \_\_\_\_\_

Total Payment Enclosed: \$ \_\_\_\_\_

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

The undersigned hereby certifies that he/she is an officer or director of COMPANY and that this report is complete and correct.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

Telephone Number: ( ) \_\_\_\_\_

EXHIBIT X  
COMPANY SUBSIDIARIES

COMPANY Subsidiaries authorized to exercise rights under this Agreement are:

I. Name: MAXDATA COMPUTER GMBH  
 Address: ELBESTSTRASSE 16 Telephone: 011-49-2365-952-312  
 Attn: Mr. Thomas Müller Fax: 011-49-2365-952-329  
 45768 Marl  
 Germany

COMPANY shall provide MS at least thirty (30) days prior written notice of the name and address of each additional COMPANY Subsidiary that COMPANY wishes to add to Exhibit X. The addition to Exhibit X of any such additional COMPANY Subsidiaries shall be deemed accepted by MS unless MS sends written notice of rejection to COMPANY within thirty (30) days of MS' receipt of COMPANY's written request. Each COMPANY Subsidiary shall execute and submit to MS a COMPANY Subsidiary Agreement in the form provided below prior to exercising any rights under the Agreement.

COMPANY SUBSIDIARY AGREEMENT

For good and valuable consideration, MAXDATA COMPUTER GMBH a corporation of Germany ("COMPANY Subsidiary") hereby covenants and agrees with Microsoft Corporation, a Washington U.S.A. corporation that COMPANY Subsidiary will comply with all obligations of VOBIS MICROCOMPUTER AG, a corporation of Germany ("COMPANY") pursuant to that certain License Agreement # \_\_\_\_\_ between MS and COMPANY dated March 16, 1995 (the "Agreement").

COMPANY Subsidiary acknowledges that its agreement herein is a condition for COMPANY Subsidiary to exercise any of the rights sub-licensed by COMPANY to COMPANY Subsidiary pursuant to the terms of the Agreement. COMPANY Subsidiary shall be jointly and severally liable to MS for all obligations related to COMPANY Subsidiary's exercise of license rights or receipt of confidential information under the Agreement, including but not limited to the payment of royalties for Product.

Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, COMPANY Subsidiary has executed this agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

MAXDATA COMPUTER GMBH  
(COMPANY Subsidiary)

Signature \_\_\_\_\_  
 Holger Lampatz  
 Name (Print)

General Manager  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Agreed to this 16 day of March, 1995.

MICROSOFT CORPORATION

By Arthur T. Hannan, Jr.  
 for Bengt Akerlind  
 Name (Print) \_\_\_\_\_  
 Director OEM Sales  
 Title \_\_\_\_\_  
 June 16, 1995  
 Date \_\_\_\_\_

VOBIS MICROCOMPUTER AG  
(Name of COMPANY)

By Theo Lieven  
 Name (Print) \_\_\_\_\_  
 C.E.O.  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**EXHIBIT Z**  
**ADDITIONAL COUNTRY OR REGION PROVISIONS FOR THE EUROPEAN UNION.**

**I. 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 Union, 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 16 day of March, 1995.

<p>MICROSOFT CORPORATION</p> <p><i>Arthur T. Hannun, Jr.</i></p> <p>By (Signature) <u>Arthur T. Hannun, Jr.</u></p> <p>for <u>Mr. Bengt Akerlind</u></p> <p>Name (Print)</p> <p><u>Director OEM Sales Europe</u></p> <p>Title</p> <p><u>June 16, 1995</u></p> <p>Date</p>	<p>VOBIS MICROCOMPUTER AG</p> <p>(COMPANY NAME)</p> <p>_____</p> <p>By (Signature) <u>Theo Lieben</u></p> <p>Name (Print)</p> <p><u>C.E.O.</u></p> <p>Title</p> <p>_____</p> <p>Date</p>
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Exhibit to the Microsoft OEM License Agreement dated March 16, 1995 between MICROSOFT CORPORATION and VOBIS MICROCOMPUTER AG.