

~~CONFIDENTIAL~~

DR GMBH OEM SOFTWARE LICENSE AGREEMENT

AMENDMENT V

507189

Digital Research GmbH ("DR GmbH") and Vobis Data Computer GmbH, Rotter Bruch 32-34, 5100 Aachen / Federal Republic of Germany ("Licensee") wish to add the following Schedule(s):

SCHEDULE A and B

attached to this facing page for the purpose of adding the following Licensed Program(s):

The German, English, French and Italian language versions of:

DR DOS R.5.0 comprising ViewMAX, Utilities; Command.COM, Kernel to the OEM Software License Agreement ("Agreement"), effective August 17, 1989 between both parties. This Amendment V comprising this facing page and the Schedules listed above and attached hereto, shall, as of the date executed by DR GmbH ("Effective Date"), be considered a part of the Agreement.

EXECUTED BY THE PARTIES AS PROVIDED BELOW:

LICENSEE WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT, AND THAT THE PERSON SIGNING THIS AGREEMENT ON LICENSEE'S BEHALF HAS BEEN DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DIGITAL RESEARCH GMBH

[Signature]
Authorized Signature

D. Gesbroech
Name (print or type)

Geschäftsführer
Title

12-02-1991
Date

[Signature]

VOBIS DATA COMPUTER GMBH

[Signature]
Authorized Signature

Theo Lieven
Name (print or type)

Gen Manager
Title

Feb. 08, 1991
Date



C0032880

1



vobamenV 02/91

Plaintiff's Exhibit
9026
Comes V. Microsoft

MS98 0186851
CONFIDENTIAL

DR_GMBH_OEM_SOFTWARE_LICENSE_AGREEMENT

507190

SCHEDULE A - AMENDMENT V
PRODUCT(S) SPECIFICATIONS AND DELIVERABLES

1. "Licensed Program(s)" covered and License Option:
(Include release and version number)

German, English, French and Italian language versions of:

DR DOS R.5.0 comprising ViewMAX, Utilities, Command.COM,
Kernel

2. "Defined Computer(s)" on which Licensed Program(s)
run(s):

VOBIS PC-Families

3. Microprocessors(s) on which Licensed Program(s) run(s):

80186, 80188, 80286, 80386 and 80486 microprocessors and
Intel instruction code compatible families of microprocessors

4. Product(s) Deliverables:

Redistribution Kit: Sample End User Program License
Agreement, release notes, one(1) complete set of
documentation in printed form which details operational
specifications and functions of the Licensed Program(s),
master disks for the Licensed Program(s) and DRI Software
Redistribution Guide.

5.) Special Terms

- a.) The DR DOS Redistribution Kit includes an end user copy of
certain tools which are to be used by the Licensee solely for
the purpose of developing the I/O portion of the operating
system. The Licensee is not authorized to reproduce such
tools for distribution internally or to End Users under the
DR DOS Operating Systems Distribution Option.
- b.) Licensee shall affix one (1) Product Identification Label
("ID Label") as provided by the Company to each copy of the
DR DOS Licensed Program distributed by Licensee: The ID Label
shall be affixed to Disk 1 of the Licensed Program such that
it is easily visible. Licensee shall not distribute any DR
DOS Licensed Program without an ID Label so affixed.

The ID Labels are "tamper evident" such that, once they are
attached to a diskette label, they cannot be removed without
destroying the label. Therefore, in the event that a user
returns to Licensee a damaged or defective diskette for re-
placement, Licensee shall not be able to remove the diskette
label from the damaged or defective diskette and re-use it.

CONFIDENTIAL TREATMENT REQUESTED

507101

DR GMBH OEM SOFTWARE LICENSE AGREEMENT SCHEDULE A - Page 2

Accordingly, and solely in the event of the above occurrence, the Company hereby agrees that, if Licensee returns to the Company such damaged/defective diskettes with valid ID labels affixed, the Company will replace the quantity of ID labels so returned.

- c.) The respective quantity of ID Labels will be shipped to the Licensee after receipt of the prepayment(s) stated in Schedule B hereto.
- d.) In the event Licensee wishes to reproduce and distribute a quantity of the Licensed Program licensed hereunder in excess of the quantity for which payments shall have been made then to date, Licensee shall pay for such excess quantity at the applicable per copy price prior to such reproduction and distribution. Upon receipt of payment for such excess quantity of the Licensed Program, DRI shall provide the applicable quantity of ID Labels to Licensee. The subsequent payment(s) due and payable by Licensee as specified in Schedule B here to shall be reduced by the amount of such payments made for such excess quantities until fully offset. Licensee shall in no event distribute in excess of the quantity of the Licensed Program licensed under this Amendment.
- e.) The Company hereby agrees that if and when the Company makes available a subsequent Release of the DR DOS Licensed Program, such Licensed Program will be added to the list of the Licensed Programs hereunder in the following languages if and when they are made available: - German, English, French, Italian. This option is available to Licensee solely during the term of this Amendment V and at no additional charge.
- f.) Licensee wishes to license the right to reprint the Licensed Programs Documentation. The Company hereby grants such reprint rights to Licensee, which rights will become effective upon receipt by the Company of the following payment; DM 5,000 (plus 14% MwSt) per product, per language. The Company will provide to Licensee the Camera Ready Film for each language version within one week of receipt of the respective payment.

RECEIVED FOR THE DIRECTOR GENERAL SECRETARIAT
C0032882

3

vobamenV 02/91

MS98 0186853
CONFIDENTIAL

615-3

MS-CCPMDL 000000300579
CONFIDENTIAL

CONFIDENTIAL TREATMENT REQUESTED

DR GMBH OEM SOFTWARE LICENSE AGREEMENT

507132

SCHEDULE B - AMENDMENT V
PAYMENTS TO DR GMBH

Subject to other general Terms and Conditions of the OEM Software License Agreement, Licensee agrees to the following payment option. Any prepayments are offset with monthly distribution of copies of the Licensed Program(s).

STANDARD PAYMENT OBLIGATIONS

Licensed Program(s)	# copies Licensed	Per Copy Price (DM)	Amount Due
DR DOS R.5.0 incl.ViewMAX German, English, French, Italian language	250.000	DM 13,50	DM 3.375.000,--

OTHER PAYMENT OBLIGATIONS

Licensed Program(s)	Item	
None		
Subtotal		DM 3.375.000,--
Total Payment Obligations		DM 3.375.000,--

DUE AND PAYABLE AS FOLLOWS:

- 1.) DM 562.500,-- (+14% MwSt.) are due and payable 30 days net upon signing this AMENDMENT V.
- 2.) DM 562.500,-- (+14% MwSt.) are due and payable 60 days net upon signing this AMENDMENT V.
- 3.) DM 562.500,-- (+14% MwSt.) are due and payable 90 days net upon signing this AMENDMENT V.
- 4.) DM 562.500,-- (+14% MwSt.) are due and payable 120 days net upon signing this AMENDMENT V.
- 5.) DM 562.500,-- (+14% MwSt.) are due and payable 150 days net upon signing this AMENDMENT V.
- 6.) DM 562.500,-- (+14% MwSt.) are due and payable 180 days net upon signing this AMENDMENT V.

9

4,667 each part.
 1st batch → 19.2.91
 2nd batch → 19.6.91
 4th batch → ~~19.10.91~~
 5th batch → 24.5.91
 6th batch → 14.6.91 vobamenV 02/91

Handwritten signature/initials

MS98 0186854
CONFIDENTIAL

615-4