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**Microsoft**

July 22, 1993

Lori Solis  
Dell Computer Corp.  
9505 Arboretum Blvd.  
Austin, TX 78759-7299

**HIGHLY  
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Dear Lori:

During the last quarter MS and Dell amended our existing Applications Agreement #2811-2160 to include several new products. We also introduced some new term language giving Dell more flexibility in defining Per System definitions. Unfortunately, this increased flexibility complicates the royalty reporting process. It is now important to include effective terms for each system definition. It is also important to report the quantity shipments on a "per system" basis. This means that Dell's report should indicate system quantity shipments for all defined systems, regardless of whether MS product was shipped. It is important to note that the amendment called for several of the system definitions to expire on May 31, and June 30. Several of these expiration dates were not enforced and several were verbally extended. For example, the "Dimension Systems" under Works for Windows were reactivated by Jenny Adkins to cover 6/1/93 to 6/30/93. You will need to determine which effective periods were adhered to for the royalty report.

Also, Dell's rights to ship Works, MMWorks, Entertainment Pack 4, and Cinemania expired on June 30, 1993. My research shows that Dell has continued to ship these products as of the 22nd of July. Dell will need to report all such system shipments on the report covering the period (7/01-9/30) and should cease all shipment of these products immediately, excepting the extension in Amendment number 4.

Amendment Number 4 was signed on 6/30/93 and a hardcopy is included for your reference. This amendment gives Dell rights to continue shipping a total of 10,000 copies of MS Works for Windows after June 30, 1993 in conjunction with the Dell Precision Model "Sam's 486-25". Dell will be due a royalty for all such systems shipped between June 1, and August 31, 1993. There is no new commitment associated with this extension and Dell may utilize any remaining pre paid balances (as defined in Exhibit B1) to cover these system shipments. This extension was made as a good faith gesture to assist Dell's effort in fulfilling the original Agreement quantities.

I have included a sample Royalty Report covering Agreement #2811-2160 for the previous quarter. This is provided to illustrate the required components, your reports format may vary. Thanks again for your cooperation and assistance. Call me directly if you have any questions or concerns @ (206) 936-2085.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Gullledge".

Carl Gullledge  
OEM Account Manager

attachments: Sample Royalty Report For Agreement # 2811-2160 (Hard copy and diskette form)  
Copy of Signed amendment Number 4 to Agreement # 2811-2160.

cc: Jayne McKelvy, MS OEM finance  
Jenny Adkins  
Ben Bentzin

Microsoft Corporation is an equal opportunity employer.

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**FL AG 0064015  
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SIGNED ORIGINAL

AMENDMENT

Amendment No. 4  
to the License Agreement  
Between  
MICROSOFT CORPORATION and DELL PRODUCTS L.P.  
Dated April 1, 1992, Contract No. 2811-2160

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and DELL PRODUCTS, LP ("COMPANY") dated April 1, 1992 ("Agreement"), is made and entered into this 30th day of June 1993.

1. Amendment Number 3, item 1 which previously stated, "A new and revised Exhibit B1 to the Agreement, PAYMENT SCHEDULES, is incorporated herein by reference and supersedes all existing Exhibits B1", shall be deleted.
2. Exhibit C1 (PER SYSTEM), Royalty Payments and Reporting Requirements, paragraph (a), Customer System, which previously stated "Exhibit M3", shall be modified to read "Exhibit M5".
3. Exhibit C1 (PER SYSTEM), Additional Provisions, Paragraph (c), shall be replaced with the following:

(c) Unless renewed in accordance with the term of Section 9, COMPANY's license right with respect to the Product(s) in this Exhibit shall terminate June 30, 1993, except that, prior to August 31, 1993, COMPANY may ship a total of ten thousand (10,000) units of Product in conjunction with the following COMPANY Customer System and COMPANY's license rights as defined under Section 1 of the Agreement shall extend to such units. Payment for this license extension shall be in accordance with the terms and conditions of Exhibit B1 and shall be counted and made as part of the First Period payment specified in Exhibit B1.

DELL Precision Models:  
Sam's 486SX-25

In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

This Amendment shall be null and void unless signed by COMPANY and returned to MS by June 30, 1993.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of COMPANY and MS by their duly authorized representatives.

MICROSOFT CORPORATION

DELL PRODUCTS, LP

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By Jm  
Name (Print) JEFF LUM

By [Signature]  
Name (Print) Charles H. Sauer

Title Director, OEM Sales

Title Vice President, Software and Technology

Date 7/15/93

Date 6-30-93

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[Signature]

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Royalty Report for  
 Dell Computer Corporation  
 Reporting Period: 04/01/93 to 06/03/93  
 License ID: 2811-2160

Per System Product	Microsoft Works for Windows
Version	2.X
Royalty Rate	\$10.00
Localization Uplift	\$ 4.00

System Category	Model	Effective Period	Qty Shipped
DELL Precision	Price Club 386SX-25	4/01/93 - 6/30/93	
DELL Precision	Price Club 386DX-33	4/01/93 - 6/30/93	
DELL Precision	Price Club 486SX-25	4/01/93 - 6/30/93	
DELL Precision	Price Club 486SX-33	4/01/93 - 6/30/93	
DELL Precision	Price Club 486DX-33	4/01/93 - 6/30/93	
DELL Precision	Price Club 486DX-33	4/01/93 - 6/30/93	
DELL Precision	Sam's 486SX-33	4/01/93 - 6/30/93	
DELL Precision	"Same Day Ship" Systems	4/01/93 - 6/30/93	
DELL Performance	Price Club 333s/L	4/01/93 - 6/30/93	
DELL Performance	Sam's 333s/L	4/01/93 - 6/30/93	
DELL Performance	Business Starter 386SX-33	4/01/93 - 6/30/93	
DELL Performance	Business Starter 325SLi	4/01/93 - 6/30/93	
DELL Performance	Business Starter 325NC	4/01/93 - 6/30/93	
DELL Performance	Business Starter NL25	4/01/93 - 6/30/93	
DELL Performance	Business Starter 486SX-25	4/01/93 - 6/30/93	
DELL Performance	"Same Day Ship" Systems	4/01/93 - 6/30/93	
DELL Dimension	386SX-25	4/01/93 - 6/30/93	
DELL Dimension	386DX-33	4/01/93 - 6/30/93	
DELL Dimension	486SX-25	4/01/93 - 6/30/93	
DELL Dimension	386SX-33	4/01/93 - 6/30/93	
DELL Dimension	486SX-25S	4/01/93 - 6/30/93	
DELL Dimension	486DX-33	4/01/93 - 6/30/93	
DELL Dimension	486DX-33S	4/01/93 - 6/30/93	
DELL Dimension	486DX2-50	4/01/93 - 6/30/93	
DELL Dimension	486DX2-50S	4/01/93 - 6/30/93	
DELL Dimension	"Same Day Ship" Systems	4/01/93 - 6/30/93	
DELL Notebook	"Same Day Ship" Systems	4/01/93 - 6/30/93	
DELL Computer de Mexico	All 486 Systems (25 or 33Mhz) Performance L,M,T & ME Models	4/01/93 - 6/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

Localization Uplifts	Qty Shipped
Spanish	
	<b>Total Units</b>
	<b>Total Uplift</b>

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**Royalty Report for**  
**Dell Computer Corporation**  
**Reporting Period: 04/01/93 to 06/03/93**  
**License ID: 2811-2160**

<b>Per System Product</b>	Microsoft Works for Windows Multimedia Edition
<b>Version</b>	2.X
<b>Royalty Rate</b>	\$14.00
<b>Localization Uplift</b>	\$ 6.00

<b>System Category</b>	<b>Model</b>	<b>Effective Period</b>	<b>Qty Shipped</b>
All	Dell Student Station	4/01/93 - 6/30/93	
All	Dell Children Station	4/01/93 - 6/30/93	
All	Dell Family Station	4/01/93 - 6/30/93	
All	Value Station 486	4/01/93 - 6/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

<b>Localization Uplifts</b>	<b>Qty Shipped</b>
None	
	<b>Total Units</b>
	<b>Total Uplift</b>

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Royalty Report for  
 Dell Computer Corporation  
 Reporting Period: 04/01/93 to 06/03/93  
 License ID: 2811-2160

Per System Product	Microsoft Entertainment Pack 4
Version	1.0
Royalty Rate	\$4.00
Localization Uplift	N/A

System Category	Model	Effective Period	Qty Shipped
DELL Performance	Business Starter PC 386SL-20	4/01/93 - 6/30/93	
DELL Performance	Business Starter PC 386SL-25	4/01/93 - 6/30/93	
DELL Performance	Business Starter PC 386SL-25C	4/01/93 - 6/30/93	
DELL Performance	Business Starter PC 386SL-33	4/01/93 - 6/30/93	
DELL Performance	Business Starter PC 386SL-25	4/01/93 - 6/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

Localization Uplifts	Qty Shipped
None	
	<b>Total Units</b>
	<b>Total Uplift</b>

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**Royalty Report for**  
**Dell Computer Corporation**  
**Reporting Period: 04/01/93 to 06/03/93**  
**License ID: 2811-2160**

<b>Per System Product</b>	Cinermania
<b>Version</b>	1.0
<b>Royalty Rate</b>	\$15.00
<b>Localization Uplift</b>	N/A

<b>System Category</b>	<b>Model</b>	<b>Effective Period</b>	<b>Qty Shipped</b>
All	Family Station	4/01/93 - 6/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

<b>Localization Uplifts</b>	<b>Qty Shipped</b>
None	
	<b>Total Units</b>
	<b>Total Uplift</b>

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**FL AG 0064020  
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**Royalty Report for**  
**Dell Computer Corporation**  
**Reporting Period: 04/01/93 to 06/03/93**  
**License ID: 2811-2160**

<b>Per System Product</b>	Microsoft Office for Windows
<b>Version</b>	3.0
<b>Royalty Rate</b>	\$173.00
<b>Localization Uplift</b>	N/A

<b>System Category</b>	<b>Model</b>	<b>Effective Period</b>	<b>Qty Shipped</b>
Con Edison	PO #301549	4/01/93 - 6/30/93	
Farm Credit Bank of Louisville	PO #'s 15383, 15384, 15385, 15386, 15387, 15388	4/01/93 - 6/30/93	
Other Purchase Orders taken by DELL prior to 3/31/93		4/01/93 - 4/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

<b>Localization Uplifts</b>	<b>Qty Shipped</b>
None	
	<b>Total Units</b>
	<b>Total Uplift</b>

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**MS 0042613**  
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**FL AG 0064021**  
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**Royalty Report for**  
**Dell Computer Corporation**  
**Reporting Period: 04/01/93 to 06/03/93**  
**License ID: 2811-2160**

<b>Per Copy Product</b>	Microsoft Office for Windows
<b>Version</b>	3.0
<b>Royalty Rate</b>	\$305.00
<b>Localization Uplift</b>	N/A

<b>System Category</b>	<b>Model</b>	<b>Effective Period</b>	<b>Qty Shipped</b>
All	Shipped with MS Office.	4/01/93 - 6/30/93	
		<b>Total Units</b>	
		<b>Total Royalty</b>	

<b>Localization Uplifts</b>	<b>Qty Shipped</b>
None	
	<b>Total Units</b>
	<b>Total Uplift</b>

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**MS 0042614**  
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**FL AG 0064022**  
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