



**SIGNED ORIGINAL**

April 1, 1994

ZENITH COMPUTERS LIMITED  
29, M.I.D.C. Central Road, Andheri East  
Bombay 400 093

Attn: Mr. P.R. Lakshmanan - Vice President

Re: License Agreement for Microsoft MS-DOS<sup>®</sup> Version 5.0 between Microsoft Corporation ("MS") and Zenith Computers Limited ("COMPANY"), dated July 1, 1992 (Microsoft License # R119-2205) (hereinafter the "Agreement")



Dear Mr. Lakshmanan :

This letter will set forth the mutual understanding relating to the Agreement. All capitalized terms used but not defined in this letter shall have the meanings ascribed to them in the Agreement.

The parties hereby agree as follows:

1. MS and COMPANY currently are in the process of negotiating a new license agreement to replace the Agreement. Accordingly, the term of the Agreement shall be amended, and as amended shall expire as of the earlier of (i) the effective date of the new license agreement, or (iii) March 31, 1995.
2. Within fifteen (15) days after the date this letter is executed by COMPANY, COMPANY shall submit to MS all royalty reports and royalty payments for calendar quarters ending prior to such date in accordance with the Agreement. If such royalty reports and royalty payments are not submitted in a timely manner, MS shall have the right, without prior notice, to terminate the Agreement in its entirety, or to suspend or terminate the license(s) granted under the Agreement with regard to any or all Product(s). Royalty reports and royalty payments for subsequent calendar quarters, if any, shall be submitted to MS as set forth in the Agreement.
3. As of the Effective Date of the Agreement, all minimum commitments of COMPANY shall be ZERO DOLLARS (\$0.00), and the minimum commitment schedule set forth on Exhibit B to the Agreement shall be considered to be revised accordingly.
4. As of July 1, 1994 and notwithstanding any provision to the contrary contained in the Agreement, Customer Systems licensed for MS-DOS, Windows, and Windows for Workgroups ("Covered Products"), if and as applicable, shall be as provided in the attached Customer System list. As of and after such date, per system royalty rates for listed Customer Systems licensed for distribution with Covered Product(s) shall be as follows:
  - a. MS-DOS<sup>®</sup> v. 6.x. The royalty for the English language version of this Product shall be (i) US\$16.00 for all listed Customer Systems equipped with Intel 8088, 80286 or 80386SX microprocessors (or such other microprocessors which execute the same instruction set), and (ii) US\$18.50 for all listed Customer Systems

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equipped with Intel 80386DX, 80486 or Pentium microprocessors (or such other microprocessors which execute the same instruction set).

b. Enhanced Tools for MS-DOS 6.x, v. 1.x. The royalty for the English language version of this Product shall be US\$2.00 for all listed Customer Systems.

c. Microsoft Windows™ v. 3.1x. The royalty for the English language version of this Product shall be US\$30.00 for all listed Customer Systems.

5. Except as expressly modified hereby, the Agreement shall remain in full force and effect.

All signed copies of this letter shall be deemed originals. This letter is written and executed only in the English language.

[Remainder of page intentionally left blank]

You ("Customer") are operating under a Microsoft Per System License.

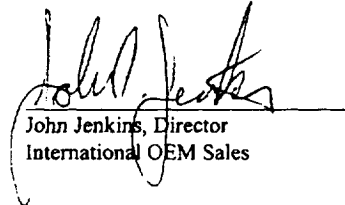
As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.

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.

MICROSOFT CORPORATION



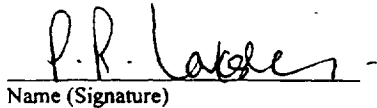
John Jenkins, Director  
International OEM Sales

JAN 19 1995

Date

AGREED:

ZENITH COMPUTERS LIMITED



Name (Signature)

**P R LAKSHMANAN.**

By (Printed)

**VICE PRESIDENT-MFG.**

Title

**29-12-1994.**

Date

Attachment

cc: T.S. Krishnan (MS-India)  
Microsoft OEM Sales  
Microsoft OEM Legal; Microsoft OEM Finance

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**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 internally in COMPANY's books and records, and marks externally on the Customer System case and packaging.** Each Product which COMPANY chooses to license for distribution with the listed Customer System is indicated by the letter "S" in the relevant box. New models may be added upon mutual agreement of the parties. **Notwithstanding anything to the contrary contained herein, Product shall not be licensed under the Agreement, unless a valid Exhibit C for the Product is in effect.** Upon COMPANY's request, models may be designated by model line or series, e.g. "Jaguar (all models)". Customer Systems defined by model line name shall include all present and future models in the model line which include the designated model line name as any part of the Customer System name, e.g. "Jaguar Pro, Jaguar 486, etc."

**Product Number Key:** 1 = MS-DOS 6.2x; 2 = Enhanced Tools for MS-DOS 6.2x; 3 = Windows for Workgroups 3.1x; 4 = Windows 3.1x; 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

**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.	ZENITH 386SX (All models) <sup>(1)</sup>	80386SX	S	S								
2.	ZENITH 386DX (All models) <sup>(1)</sup>	80386DX	S	S								
3.	ZENITH 486DX (All models) <sup>(1)</sup>	80486DX	S	S								
4.	ZENITH 486DX2 (All models) <sup>(1)</sup>	80486 - DX2	S	S								
5.	ZENITH EISA 486 (All models) <sup>(1)</sup>	80486DX	S	S								
6.												
7.												
8.												

(1) Denotes actual designation used by COMPANY to identify the listed models.

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Amendment No. 1  
to the License Agreement Between  
ZENITH COMPUTERS LIMITED and MICROSOFT CORPORATION  
Dated July 1, 1992, Contract No. RI19-2205

**SIGNED  
ORIGINAL**

This Amendment ("Amendment") to the License Agreement ("Agreement") between MICROSOFT CORPORATION ("MS") and ZENITH COMPUTERS LIMITED ("COMPANY") dated July 1, 1992, is made and entered into this fifteenth day of October 1993.

I. The following provisions shall amend or modify the corresponding provisions of the Agreement with respect to Product licensed in Exhibits C1 through C1 of this Amendment only, but shall not modify or amend such provisions with respect to other Products.

1. DEFINITIONS.

(d) "Product" or "Products" shall mean the copyrighted and/or patented MS software products described in the attached Exhibit(s) C (including MED Product and Product acquired for Authorized Replicator), including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(h) "MED Product" shall mean Product in "Easy Distribution Package" form available for purchase from an Authorized Distributor.

(i) "Authorized Replicator" shall mean a third party approved by MS which may reproduce and manufacture Product for COMPANY. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

(j) "Authorized Distributor" shall mean a third party approved by MS from which COMPANY may purchase MED Product. MS shall provide COMPANY with a list of Authorized Distributors and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

[Sections 1(a), 1(b), 1(c), 1(e), 1(f) and 1(g) - no change]

2. LICENSE GRANT.

(a) MS grants to COMPANY the following non-exclusive, worldwide license rights:

(i) to reproduce and install no more than one (1) copy of Product software on each Customer System hard disk or Read Only Memory ("ROM");

(ii) to distribute directly or indirectly and license copies of the Product (reproduced as per Section 2(a)(i) and/or acquired from Authorized Replicator or Authorized Distributor) in object code form to end users; and

(iii) to grant to COMPANY Subsidiaries (as "subsidiary" defined in Section 1(a)) all rights granted to COMPANY herein (except that COMPANY Subsidiaries may not further grant rights to third parties).

Such license rights are subject to the restrictions and conditions in this Agreement, and in particular in Section 6.

(b) Except as necessary to install Product software, as permitted under Section 2(a)(i), COMPANY may not reproduce Product. Product software (in diskette form) and Product documentation (in hard copy

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form) shall be available to COMPANY only from an Authorized Distributor and/or Authorized Replicator.

(c) COMPANY acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement.

(d) COMPANY shall not modify or substitute Product documentation without MS' prior written permission. However, COMPANY, at its option, may distribute supplemental Product documentation in conjunction with the Product, provided that COMPANY's supplemental documentation is consistent with Product documentation provided by MS.

(e) COMPANY's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4 and elects to distribute under this Agreement. Royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. COMPANY's license hereunder shall not extend to Product Releases.

(f) COMPANY's rights hereunder shall not extend to Product source code unless Exhibit S1 is attached and executed.

(g) All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(h) MS agrees to negotiate in good faith with COMPANY to license Product Releases and other products not available to COMPANY under this Agreement at MS' then applicable price(s), terms and conditions.

### 3. PRICE AND PAYMENT.

(a) COMPANY agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B and Exhibit(s) C. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein.

(b) Prices stated are exclusive of any federal, state, municipal or other governmental taxes (including foreign tax withholding except as provided in Section 3(b)(ii)), duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's or COMPANY Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between COMPANY and COMPANY Subsidiaries. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide a resale or exemption certificate acceptable to MS and the applicable domestic state and local authorities. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(c) In the event COMPANY is based outside the US and income taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that COMPANY shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent possible under applicable law.

(d) Except where otherwise provided, COMPANY agrees to make consolidated (i.e. on behalf of COMPANY and COMPANY Subsidiaries which exercise rights under this Agreement) quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. COMPANY's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and

shall be signed by a duly authorized representative of COMPANY. COMPANY shall submit quarterly reports even if no royalties or other amounts are due for such quarter. COMPANY shall use the royalty reporting form attached as Exhibit R or other form as MS may provide from time to time. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for copies of a Product (i) used by COMPANY solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; or (iv) provided as back-up copies to end users by COMPANY under Section 6(d).

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

(g) If COMPANY is a US based company, payments and royalty reports shall be made to:

MICROSOFT CORPORATION  
P.O. Box 84808  
Seattle, WA 98124-6108

If COMPANY is based outside the US, 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  
USA

ABA 021000089

Regarding:  
Microsoft International OEM Collections  
Account #38468231

Royalty reports to:

MICROSOFT CORPORATION  
One Microsoft Way  
Redmond, WA 98052-6399  
USA

ATTN: OEM Finance

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

#### 4. ACCEPTANCE AND LIMITED WARRANTY.

(a) With respect to Product Deliverables defined on the applicable Exhibit C provided to COMPANY by MS:

(i) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each Product licensed hereunder, COMPANY shall either accept such Product or report deviations from specifications in writing. COMPANY is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If COMPANY does not report deviations from Product specifications within the thirty (30) day period, or if COMPANY ships the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product.

(ii) 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

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to COMPANY, COMPANY shall have thirty (30) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as COMPANY's sole remedy (A) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (B) the correction period may be extended as may be agreed by the parties, or (C) failing any agreement, COMPANY may reject the Product, and provided that COMPANY has rejected the first version of each released Product licensed under this Agreement, then COMPANY shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. COMPANY shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any release of any Product under this Agreement.

(iii) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If COMPANY reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as COMPANY's sole remedy MS agrees to use reasonable efforts to correct such deviations. COMPANY's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section (iii) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of any subsequent release of Product which conforms to specifications as provided in Section 4(a).

(b) Authorized Distributor and/or Authorized Replicator, as applicable, shall provide warranty(ies), if any, for copies of Product provided to COMPANY by such Authorized Distributor and/or Authorized Replicator.

(c) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. COMPANY shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally.

(d) Except as expressly provided, this Agreement does not include technical support to COMPANY. Such support may be available pursuant to a separate agreement.

5. [no change]

6. LICENSE RESTRICTIONS.

(a) COMPANY shall market, distribute and license Product(s) only with those Customer System(s) listed on Exhibit C for the particular Product(s) and only inside the Customer System package. In addition to Product software installed on a Customer System, COMPANY may distribute only one copy of Product with each such Customer System. COMPANY shall also comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product distribution. COMPANY shall contractually obligate (e.g. by contract, invoice or other written instrument) its distributors, dealers and others in its distribution channels to comply with the foregoing. COMPANY agrees that it will discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing.

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

(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 may be a "break-the-seal" end user license agreement or a signed end user license agreement. COMPANY's EULA shall conform substantially to the



Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product.

(d) Where Product software is installed on the Customer System's hard disk or ROM, COMPANY shall:

(i) package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA; and

(ii) either (A) provide, in accordance with Section 6(a) above, a single copy of Product documentation with each Customer System; or (B) make the Product documentation available directly to COMPANY's end user purchasers as a mail order fulfillment item. Such Product documentation shall not be available through any other COMPANY distribution channel.

(e) COMPANY shall market each release of Product only under the version number assigned by MS to such release.

(f) COMPANY shall provide to its end user customers **commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number in Customer System documentation and on each copy of Product package.**

(g) COMPANY agrees to include an MS Product registration card in COMPANY's Customer System package for those COMPANY Customer Systems on which COMPANY installs Product on the hard drive or in ROM. MS agrees to negotiate in good faith with COMPANY a mechanism by which COMPANY can receive a listing of COMPANY's end users who have registered with MS. COMPANY must obtain the appropriate registration card from Authorized Replicator.

7. [Sections 7 to 19 - no change]

II. The attached Exhibit C2 for MS-DOS 6 shall be added to the Agreement.

III. The attached Exhibit C3 for Enhanced Tools for MS-DOS 6 shall be added to the Agreement.

IV. Exhibit M is hereby amended and as amended shall provide as set forth in the attached Exhibit M.

V. If the term of the Agreement extends beyond June 30, 1993, COMPANY's rights to distribute all versions of MS-DOS and MS-DOS Shell, if applicable, prior to versions numbered less than Version 6.0 shall cease effective October 15, 1993. From the date of this Amendment through October 14, 1993, COMPANY may ship a single copy of either MS-DOS 6 (and/or Enhanced Tools for MS-DOS, if licensed) or an earlier version of MS-DOS (and/or MS-DOS Shell, if licensed), but not both, with each Customer System.

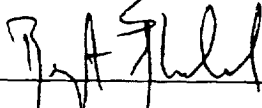
VI. Except as provided herein, all terms of the Agreement shall remain in full force and effect. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

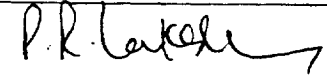
This Amendment shall be null and void unless signed by COMPANY and returned to MS within thirty (30) days of receipt by COMPANY.

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

COMPANY - ZENITH COMPUTERS LIMITED

  
By \_\_\_\_\_  
Name (Print) BENGT ÅKER LIND  
Title DIRECTOR  
Date DEC 1, 92

  
By \_\_\_\_\_  
Name (Print) P. R. LAKSHMANAN  
Title VICE PRESIDENT  
Date 6/10/93

11/10/92 LE922880.010

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EXHIBIT C2 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS

VERSION NO: 6.0

FOREIGN LANGUAGE: (Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLE:

OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.  
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C1 for MS-DOS operating system version 5.0 prior to October 15, 1993.

<u>Customer System</u>	<u>Royalty Rate (US\$)</u>
Exhibit M1 _____	16.00 _____
Exhibit M2 - M5 _____	18.50 _____
Exhibit _____	_____
Exhibit _____	_____
Exhibit _____	_____

**NOTE:** The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

(c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US\$ \_\_\_\_\_) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(d) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

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EXHIBIT C2 (SYSTEM COMMITMENT)  
(Continued)

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.

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EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: Enhanced Tools for MS-DOS 6

VERSION NO: 1.0

FOREIGN LANGUAGE: (Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLE:

OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.  
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C1 for MS-DOS Shell version 5.0 prior to October 15, 1993.

<u>Customer System</u>	<u>Royalty Rate (US\$)</u>
Exhibit M1 - M5 _____	2.00 _____
Exhibit _____	_____
Exhibit _____	_____
Exhibit _____	_____
Exhibit _____	_____

**NOTE:** The above royalty is exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US\$ \_\_\_\_\_) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(c) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

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EXHIBIT C3 (SYSTEM COMMITMENT)  
(Continued)

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.

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EXHIBIT M

COMPANY'S CUSTOMER SYSTEMS

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be the following single user computer systems :

<u>Customer System No.</u>	<u>Processor</u>	<u>Model Name</u>	<u>Manufacturer</u>
M1	80386 SX - 33	ZENITH 386SX -33	ZENITH
M2	80386 DX - 40	ZENITH 386DX -40	ZENITH
M3	80486 DX - 33/50	ZENITH 486DX -33/50	ZENITH
M4	80486 DX2 - 66	ZENITH 486DX2 -66	ZENITH
M5	80486 DX	ZENITH EISA 486	ZENITH

COMPANY need not report royalties for those machines in Exhibit M that are shipped with only the UNIX/XENIX operating system.

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.

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MSC5055790

LICENSE AGREEMENT

for

MICROSOFT® MS-DOS

VERSION 5.0

Between

MICROSOFT CORPORATION,  
a Delaware, U.S.A. Corporation,

and

ZENITH COMPUTERS LIMITED

an INDIAN Corporation

Effective Date: July 1, 1992

Microsoft Contract # 2119-2205

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## LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this first day July, 1992 ("EFFECTIVE DATE"), by and between MICROSOFT CORPORATION, a Delaware U.S.A. corporation, (hereafter "MS"), and ZENITH COMPUTERS LIMITED a corporation of INDIA (hereafter "COMPANY").

The parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Customer System" shall mean the single user/single CPU computer system product(s) described in the Exhibit(s) M marketed and distributed under COMPANY's trademark(s) or product name(s).

(b) "TAP" shall mean MS' then standard technical assistance procedures offered to OEMs, including, if available where COMPANY is located, MS' then standard electronic product support service offered to OEMs ("OnLine").

(c) "Product" or "Products" shall mean the MS software products described in the attached Exhibit(s) C, including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(d) "Product Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx].

(e) "Version Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the tenths digit in the Product version number [x.(x)x].

(f) "Update Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the right of the tenths digit(s) in the Product version number [x.x(x)].

(g) "Upgrade" shall mean a replacement copy of the Product provided to an existing end user of the Product on a Customer System. COMPANY shall establish a reasonable procedure to assure the return or destruction of any replaced Product. The packaging for Upgrade Product shall indicate that it is intended as an "upgrade" only (or similar wording) and not for use by a new customer. Copies of Product not strictly in conformance herewith shall not be considered Upgrade Product.

2. LICENSE GRANT

(a) MS grants to COMPANY the following nonexclusive, worldwide license rights:

(i) to adapt the Product as necessary to enable it to execute on COMPANY's Customer System(s);

(ii) to reproduce and manufacture the Product in object code form; and

(iii) to distribute directly or indirectly and license the Product in object code form to end users, under the terms of COMPANY's end user license agreement.

(b) COMPANY's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4 and elects to distribute under this Agreement. The per copy or per system license fees for new Version Releases may be increased in accordance with the applicable Exhibit C. COMPANY's license hereunder shall not extend to Product Releases.

(c) MS further grants COMPANY the right to modify, reproduce, publish and sell the Product documentation as a component of the Product, provided that COMPANY's modifications shall not render the Product documentation incomplete or inaccurate. COMPANY shall not translate the Product documentation without MS' written consent.

(d) COMPANY's rights hereunder shall not extend to Product source code unless Exhibit S is attached and executed.

(e) All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(f) COMPANY shall deliver to MS, in source and object form, any "adaptation code" it writes to enable the Product to execute on its Customer System(s), and COMPANY hereby grants MS a nonexclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting COMPANY.

### 3. PRICE AND PAYMENT

(a) COMPANY agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B and Exhibit(s) C. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein.

(b) In the event income taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that COMPANY shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent possible under applicable law. Prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's production, storage, licensing, sale, transportation, import, export or use of a Product. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide an exemption certificate acceptable to MS and the applicable authority. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due.

(c) Except where otherwise provided, COMPANY agrees to make quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter and thirty (30) days after termination or expiration for the final full or partial quarter. COMPANY's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and shall be signed by a duly authorized representative of COMPANY. COMPANY shall submit quarterly reports, even if no license fees or other amounts are due for such quarter including the quarter in which termination or expiration occurs. COMPANY shall use the license fee reporting form attached as Exhibit R, or such other form as MS may provide from time to time.

(d) No license fee shall accrue to MS for copies of a Product: (i) used solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or

reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; (iv) sample copies provided to MS under Section 7(f); or, (v) provided as a back-up copy to end users by COMPANY under Section 6(c)(ii).

(e) COMPANY agrees to make such payments by wire transfer to:

Citibank N.A.  
399 Park Avenue  
New York, NY 10043  
USA

ABA 021000089

Regarding:  
Microsoft International OEM Collections  
Account #38468231

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

#### 4. ACCEPTANCE AND WARRANTY

(a) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each Product licensed hereunder, COMPANY shall either accept such Product or report deviations from specifications in writing. COMPANY is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If COMPANY does not report deviations from Product specifications within the thirty (30) day period, or if COMPANY ships the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product.

(b) 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 re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as COMPANY's sole remedy: (i) the Product may be retained at an equitable adjustment in price as may be agreed by the parties; (ii) the correction period may be extended as may be agreed by the parties; or, (iii) failing any agreement, COMPANY may reject the Product, and provided that COMPANY has rejected the first version of each released Product licensed under this Agreement, then COMPANY shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. COMPANY shall not have the right to a refund of prepaid license fees, or to terminate this Agreement, if it has accepted any release of any Product under this Agreement.

(c) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If COMPANY reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as COMPANY's sole remedy MS agrees to use reasonable efforts to correct such deviations. COMPANY's notice of any deviations from Product specifications shall be made using the TAP system in accordance with the notice provisions of Section 15. MS' obligations under this Section 4(c) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of an Update Release or Version Release with a higher version number which conforms to specifications as provided in Section 4(a).

(d) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. COMPANY shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally or upon receipt by COMPANY of a final OEM Adaptation kit from MS.

(e) Except as expressly provided, this Agreement does not include technical support. Such support may be available separately pursuant to Microsoft's OnLine agreement, for which a separate fee is charged. Notwithstanding the foregoing, technical support may be available from an MS subsidiary.

5. INDEMNIFICATION FOR INFRINGEMENT

(a) MS represents and warrants that:

(i) the Products do not infringe upon any copyright enforceable under the laws of any country listed in Section 5(d); and

(ii) the Products do not violate the trade secret rights of a third party.

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

(b) Following notice of an Infringement Claim, MS may at its expense, without obligation to do so, procure for COMPANY the right to continue to market, use and have others use, the alleged infringing Product or, without obligation to do so, may replace or modify the Product to make it non-infringing. If MS elects to replace or modify the Product, such replacement shall meet substantially the specifications as provided or referenced in the applicable Exhibit C and shall be subject to the acceptance provisions of Section 4(c).

(c) MS shall have no liability for any Infringement Claim based on COMPANY's (i) use or distribution of any Product after MS' notice that COMPANY should cease use or distribution of such Product due to an Infringement Claim, or (ii) combination of a Product with a non-MS program or data, if such Infringement Claim would have been avoided by the exclusive use of the Product. For all Infringement Claims arising under this Section 5(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 Infringement Claims made against COMPANY which arise from the use or distribution of a Product outside the geographical boundaries of India, and COMPANY hereby releases and discharges MS from any and all Infringement Claims resulting from such use.

6. LICENSE RESTRICTIONS

(a) COMPANY shall market and distribute each Product only to end user purchasers of COMPANY's Customer System(s). COMPANY shall distribute and license Product(s) only with those Customer Systems listed in the Exhibit C for the particular Product(s). COMPANY's Product packaging shall clearly indicate that the Product is intended for use only on such Customer System(s). COMPANY shall require its distributors, dealers and others in its distribution channels to comply with the foregoing.

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

(c) (i) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. COMPANY's EULA shall conform substantially to the sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any market in which COMPANY markets or distributes the Product. The limitations of liability and remedies in COMPANY's EULA shall inure to the benefit of MS. COMPANY shall be the "Licensor" under its EULA.

(ii) In the event COMPANY distributes Customer System(s) with Product installed on the Customer System hard disk or in Read Only Memory, COMPANY shall package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the end user license agreement attached to or contained in either the sealed envelope which contains the Product disk(s) or the Product documentation. In the event COMPANY elects to install Product on the Customer System hard disk or Read Only Memory, COMPANY may provide a single copy of Product on diskette(s) to the end-user for use as a back-up copy.

(d) COMPANY shall not reproduce, duplicate, copy or otherwise permit the manufacture of Product software except on COMPANY premises by COMPANY employees.

(e) Upon request, COMPANY shall provide MS with the name and address of any third party who participates in any manner in the manufacture or production of any part of the Product other than software, and a written summary of the terms of their agreement concerning such manufacture or production, including: the specific activity to be performed by the third party; the quantities involved; the term of the agreement with the third party; and such samples as MS may reasonably request of the work product of the third party. COMPANY shall promptly notify MS of the termination, expiration or significant modification of the terms of such agreement(s). COMPANY shall indemnify MS with respect to any and all unauthorized reproduction and/or distribution of any portion of the Product by any such third party.

## 7. COPYRIGHT NOTICES; TRADEMARKS

(a) COMPANY will cause to appear on the container and labels of each copy of Product, the copyright, trademark and patent notice(s), if any, for the Product that appear on the applicable release of the Product as provided to COMPANY pursuant to Section 2 hereof. COMPANY will not remove any copyright, trademark or patent notice(s) that appear on or in the Product(s) as delivered by MS. COMPANY shall cause to appear on the title page of each volume of its documentation, and at any other location where any copyright, trademark or patent notice(s) appear(s), the MS and third party copyright, trademark and patent notice(s) that appear in the release of Product documentation from which COMPANY's documentation is derived. COMPANY shall promptly implement any addition, deletion or modification with respect to any such notice(s) as MS may request.

(b) COMPANY shall market the Product only under the Product name(s) for such Product as appear on/in the applicable release of the Product as provided to COMPANY pursuant to Section 2 hereof, and COMPANY agrees to use the appropriate trademark, product descriptor and trademark symbol (either "TM" or "®" in a superscript) 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 trademark, trade name and/or Product name, and agrees that its use of MS trademark(s), trade name(s) or Product name(s) shall not directly or indirectly create in or for COMPANY any right, title or interest therein. COMPANY shall undertake no action that

will interfere with or diminish MS' right, title and/or interest in MS' trademark(s), trade name(s) or Product name(s).

(c) COMPANY's name and/or trademarks shall not be displayed in relation to the Product name in a manner which suggests that COMPANY's name and/or trademarks are part of the Product name. COMPANY agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks.

(d) COMPANY shall not use or display any MS logo in its materials or packaging.

(e) COMPANY shall not use or imitate the trade dress of MS products. COMPANY's name and/or trademarks shall be displayed on the packaging, cover and title page of all Product documentation, and disk labels for the Product more prominently than the name "Microsoft".

(f) Upon request, COMPANY shall submit up to five (5) copies of the Product in proposed and final finished goods form (including software and documentation) to MS for approval prior to distribution, which approval shall not be unreasonably withheld. COMPANY shall, upon request, provide MS samples of all COMPANY literature which uses Product name(s).

(g) COMPANY shall market each release of Product only under the version number assigned by MS to such release.

(h) COMPANY's Product documentation shall prominently advise end users that Product is supported by COMPANY and shall include COMPANY's or its designee's telephone support number for the Product.

(i) MS, at its own expense, will settle or defend and pay any damages, costs, and expenses, including reasonable attorneys' fees, resulting from any claim made against COMPANY by a third party for infringement or alleged infringement of the trademark, trade name or product name rights of such third party, or for unfair competition resulting from COMPANY's use of MS' trademarks, trade names or product names, in the countries listed in Section 5(d); provided, that COMPANY promptly notifies MS of any such claim. In meeting its obligations hereunder, MS may, without obligation to do so, procure for COMPANY the right to continue to use the trademark, trade name, or product name on the Product.

#### 8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by COMPANY without the prior written approval of MS. COMPANY shall give MS ninety (90) days prior written notice of its desire to assign this Agreement. Notwithstanding the foregoing, COMPANY may assign this Agreement to any purchaser of substantially all the assets of COMPANY's computer systems products business upon thirty (30) days prior written notice to MS.

#### 9. TERM OF AGREEMENT

Provided this Agreement has been properly executed by COMPANY and by an officer of MS, the term of this Agreement shall run from the Effective Date until the earlier of: (i) two (2) years from the end of the calendar quarter in which COMPANY's first shipment to a customer of any Product for revenue occurs; or (ii) two (2) years and six (6) months from the end of the calendar quarter during which the Effective Date occurs. COMPANY shall give MS written notice of the first date of shipment of any Product by COMPANY to a customer for revenue. "Initial Term" shall be that term initially set forth in Section 9 of this Agreement and shall not include any extensions thereto unless explicitly agreed to in an amendment to this Agreement.

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 this Agreement or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 13, Exhibit S, or makes an assignment in violation of Section 8; (iii) if COMPANY becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by COMPANY; or (v) if such a petition is filed by any third party, or an application for a receiver of COMPANY is made by anyone and such petition or application is not resolved favorably to COMPANY within sixty (60) days.

(b) Termination due to a breach of Sections 6, 13, 19 or (if applicable) Exhibit S, shall be effective upon notice. In all other cases termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

(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 full or partial copies of each Product in COMPANY's possession or under its control, including, if applicable, copies of the Product in source code form. COMPANY may, however, retain one copy of each Product in object code form and one copy of the Product documentation to be used solely for support purposes.

(b) From and after termination or expiration, COMPANY shall not use internally nor employ any Product as part or portion of any Product that COMPANY may use, sell, assign, lease, license, or transfer to third parties. COMPANY shall cease and desist from all use of any Product name(s) and associated trademark(s) and, upon request, deliver to MS or its authorized representatives or destroy all material upon which the Product name(s) and the associated trademarks appear.

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

(d) End user licenses properly granted pursuant to this Agreement and prior to expiration or termination of this Agreement shall not be diminished or abridged by expiration or termination of this Agreement.

(e) Sections 5, 12, 13, 14, 15, 16(a), 17, 18(a) and 18(b) shall survive termination or expiration of this Agreement.

12. LIMITATION OF LIABILITY AND REMEDY

(a) MS' liability to COMPANY under any provision of this Agreement, including Section 5, or any transaction contemplated by this Agreement shall be limited to one hundred percent (100%) of the amount having then actually been paid by COMPANY to MS under Section 3. MS' limitation of liability is cumulative with all MS' expenditures being aggregated to determine satisfaction of the limit. The existence of claims or suits against more than one Product licensed under this Agreement will not enlarge or extend the limit. COMPANY releases MS from all obligations, liability, claims or demands in excess of the limitation. The parties acknowledge that other parts of this Agreement rely upon the inclusion of this Section 12.

(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) As partial consideration for the rights granted to COMPANY herein, COMPANY hereby grants MS and its licensees (including without limitation OEM customers and end users) a non-exclusive, paid-up, royalty-free worldwide license (including the right to sublicense) under all COMPANY patent(s) (other than design patents or the equivalent) that cover any Product(s) (including Upgrade Release(s) and Version Release(s)) licensed by COMPANY during the term of this Agreement, including any extensions or renewals hereof.

(i) This license shall apply to any COMPANY Patent in which COMPANY has or acquires sufficient rights to grant the foregoing license during the term of this Agreement, including any extensions or renewals hereof.

(ii) The foregoing license shall apply only to COMPANY Patents that cover the Product(s) licensed hereunder (including Upgrade Release(s) and Version Release(s)), and which are carried forward to future releases of the Product(s) and replacement(s) and successor(s) thereof.

(iii) Each such Patent license shall expire two (2) years following written notice of its termination to MS, which notice shall specify the COMPANY Patent involved.

(iv) This subsection 12(c) shall survive termination or expiration of this Agreement, and shall be binding upon any successors or assigns of COMPANY.

(d) SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. 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.

13. NONDISCLOSURE AGREEMENT

COMPANY expressly undertakes to retain in confidence and to require its distributors to retain in confidence all information and know how transmitted to COMPANY by MS that MS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, COMPANY shall have no obligation to maintain the confidentiality of information that (i) it received rightfully from another party prior to its receipt from MS; (ii) MS has disclosed to a third party



without any obligation to maintain such information in confidence; or (iii) is independently developed by COMPANY. Further, COMPANY may disclose confidential information as required by governmental or judicial order, provided COMPANY gives MS prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure. COMPANY shall treat all Product adaptation materials (including source code) as confidential information and shall not disclose, disseminate or distribute such materials to any third party without MS' prior written permission. COMPANY shall treat the terms and conditions of this Agreement as confidential; however, COMPANY may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPANY's business. COMPANY's obligation under this Section 13 shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of COMPANY or ten (10) years following termination or expiration of this Agreement.

14. AUDITS

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

(b) MS may cause an audit to be made of the applicable records in order to verify statements issued by COMPANY and prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis) and shall be conducted during regular business hours at COMPANY's offices and in such a manner as not to interfere with COMPANY's normal business activities. 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 should have been reported. If material discrepancies are disclosed, COMPANY agrees to pay MS for the costs associated with the audit. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

(c) Neither the right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless expressly agreed to in writing by the party having such right.

(d) In the event that MS makes any claim with respect to an audit, upon COMPANY's written request MS will make available to COMPANY the records and reports pertaining to such audit prepared by MS' independent auditor.

15. NOTICES AND REQUESTS

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. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, (e.g., DHL, Federal Express or Airborne) charges prepaid, return receipt requested; and addressed as follows:

COMPANY: ZENITH COMPUTERS LIMITED  
29 MIDC CENTRAL ROAD  
ANDHERI EAST  
BOMBAY 400 093.  
Attention: RAJ KUMAR SARAF

With Copy To: -  
COMPANY: -

Attention: RAJ KUMAR SARAF  
Fax: 6364859

BILL TO: ZENITH COMPUTERS LIMITED  
COMPANY: 29 MIDC CENTRAL ROAD  
ANDHERI EAST  
BOMBAY 400 093

Attention: RAJ KUMAR SARAF  
SHIP TO: SAME AS ABOVE.

Attention: RAJ KUMAR SARAF

COMPANY Support -  
Phone Number: \_\_\_\_\_

MS: MICROSOFT CORPORATION  
One Microsoft Way  
Redmond, WA 98052-6399, U.S.A.

Attention: Vice President  
OEM Group

With Copy To: MICROSOFT CORPORATION  
One Microsoft Way  
Redmond, WA 98052-6399, U.S.A.

Attention: Law & Corporate Affairs  
Fax: (206) 883-8101

or to such other address as the party to receive the notice or request so designates by written notice to the other. For other correspondence to MS, the address is:

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

16. CONTROLLING LAW: NO FRANCHISE

(a) 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 15 for the delivery of notices, or by such other method as is authorized by applicable law or court rule.

(b) 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 as defined in the Washington Franchise Investment Protection Act, RCW 19.100, as amended, or 16 CFR

Section 436.2(a). The price and payment described in Section 3 of this Agreement shall be construed as a license fee for the rights granted in Section 2 of this Agreement, and not as a franchise fee.

17. ATTORNEYS' FEES

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.

18. GENERAL

(a) Any Product which COMPANY licenses or acquires under this Agreement for or on behalf of the United States of America, its agencies and/or instrumentalities ("the Government"), is provided to COMPANY with RESTRICTED RIGHTS. Use, duplication, or disclosure by the 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 as set forth in the particular department or agency regulations or rules which provide MS protection equivalent to or greater than the above-cited clause. COMPANY shall comply with any requirements of the Government to obtain such RESTRICTED RIGHTS protection, including without limitation, the placement of any restrictive legends on the Product software, Product documentation, and any license agreement used in connection with the distribution of the product. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, U.S.A. Under no circumstances shall MS be obligated to comply with any Governmental requirements regarding the submission of or the request for exemption from submission of cost or pricing data or cost accounting requirements. For any distribution or license of the Product that would require compliance by MS with Governmental requirements relating to cost or pricing data or cost accounting requirements, COMPANY must obtain an appropriate waiver or exemption from such requirements for the benefit of MS from the appropriate Governmental authority before the distribution and/or license of the Product to the Government.

(b) COMPANY agrees that neither it nor its customers intends to or will, directly or indirectly, export or transmit (i) any Product or related documentation and technical data or (ii) any product (or any part thereof), process, or service that is the direct product of a Product, to the People's Republic of China, Afghanistan, or any group Q, S, W, Y, or Z country specified in Supplement No. 1 of Section 770 of the Export Administration Regulations or to any other country to which such export or transmission is restricted by an applicable order, regulation, or statute, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

(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. Unless agreed to in a separate writing signed by both parties, 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) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If this Agreement as it relates to any Product(s) licensed hereunder shall be held by a court of competent

jurisdiction to be invalid, illegal or unenforceable or if this Agreement is terminated as to particular Product(s), this Agreement shall remain in full force and effect as to the remaining Product(s).

(e) 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.

(f) The Section headings used in this Agreement and the attached Exhibits are intended for convenience only and shall not be deemed to supersede or modify any provisions.

19. COMPANY'S GOVERNMENTAL APPROVAL OBLIGATIONS

(a) COMPANY shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of all of the terms and conditions of the Agreement including, but not limited to, foreign exchange approvals, import and offer agent licenses, fair trade approvals and all approvals which may be required to realize the purposes of the Agreement. COMPANY warrants and represents that the Product(s) is importable into the country identified in the "Ship To" address for COMPANY listed in Section 15.

(b) If any necessary approvals are not or cannot be obtained within a reasonable time in form and substance satisfactory to MS, MS may immediately terminate this Agreement, and upon receipt of such notice by the COMPANY, this Agreement shall be null, void and of no effect.

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

Ronald K. Hosogi  
By

RONALD K. HOSOGI  
Name (Print)

DIRECTOR, OEM  
Title

JUL 24, 1992  
Date

ZENITH COMPUTERS LIMITED

R M RATH  
By

R M RATH  
Name (Print)

WORKS MANAGER  
Title

09/07/92  
Date

EXHIBIT A - SAMPLE LICENSE AGREEMENT

COMPANY LICENSE AGREEMENT

This is a legal agreement between you, the end user, and COMPANY. BY OPENING THIS SEALED DISK PACKAGE, 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 DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND.

COMPANY SOFTWARE LICENSE

1. GRANT OF LICENSE. COMPANY grants to you the right to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer or computer terminal at the same time.

2. COPYRIGHT. The SOFTWARE is owned by Microsoft Corporation or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that 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 must reproduce and include the copyright notice on any copy. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE.

4. DUAL MEDIA SOFTWARE. If the SOFTWARE package contains both 3-1/2" and 5-1/4" disks, then you may use only the disks appropriate for your single-user computer. You may not use the other disks on another computer or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

5. YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY COMPANY OR ITS SUPPLIERS.

LIMITED WARRANTY

LIMITED WARRANTY. COMPANY 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;

EXHIBIT A  
(Continued)

and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

**CUSTOMER REMEDIES.** COMPANY's entire liability and your exclusive remedy shall be, at COMPANY's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet COMPANY's Limited Warranty and which is returned to COMPANY 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 will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

**NO OTHER WARRANTIES.** COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT 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 JURISDICTION TO JURISDICTION.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICROSOFT PRODUCT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**U.S. GOVERNMENT RESTRICTED RIGHTS**

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the 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, U.S.A. Subcontractor is COMPANY, \_\_\_\_\_ (Address) \_\_\_\_\_.

Should you have any questions concerning this Agreement, or if you desire to contact COMPANY for any reason, please write: COMPANY Customer Sales and Service/ \_\_\_\_\_ (Address) \_\_\_\_\_.

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.

EXHIBIT B  
PAYMENT SCHEDULES

MINIMUM COMMITMENT

**First Period of This Agreement**

COMPANY agrees to pay a minimum of FIVE THOUSAND Dollars (US\$5,000) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the first period of this Agreement. To the extent that actual earned license fees exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned license fees. To the extent that cumulative minimum commitment payments exceed actual earned license fees, such excess shall be known as prepaid license fees and shall be recoupable against future earned license fees only during the Initial Term of this Agreement and only for the Product(s) licensed herein. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE  
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0.0	\$0.0
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first COMPANY shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$1,250	\$1,250
3 months after the FIRST PAYMENT DATE	\$1,250	\$2,500
6 months after the FIRST PAYMENT DATE	\$1,250	\$3,750
9 months after the FIRST PAYMENT DATE	<u>\$1,250</u>	<u>\$5,000</u>
Total First Period Minimum Commitment	<u>\$5,000</u>	<u>\$5,000</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

EXHIBIT B  
(Continued)

MINIMUM COMMITMENT

**Second Period of This Agreement**

COMPANY agrees to pay a minimum of FIVE THOUSAND Dollars (US\$5,000) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned license fees exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned license fees. To the extent that cumulative minimum commitment payments exceed actual earned license fees, such excess shall be known as prepaid license fees and shall be recoupable against future earned license fees only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE  
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,250	\$1,250
15 months after the FIRST PAYMENT DATE	\$1,250	\$2,500
18 months after the FIRST PAYMENT DATE	\$1,250	\$3,750
21 months after the FIRST PAYMENT DATE	<u>\$1,250</u>	<u>\$5,000</u>
Total Second Period Minimum Commitment	<u>\$5,000</u>	<u>\$5,000</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.



EXHIBIT M

COMPANY'S CUSTOMER SYSTEM(S)

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be the following computer system products:

<u>Customer System Number</u>	<u>Processor</u>	<u>Model Name</u>	<u>Manufacturer</u>
M1	80286/16MHz	ZENITH SUPER AT	ZENITH
M2	80386SX/16MHz	ZENITH SUPER AT-386SX	ZENITH
M3	80386/25MHz	ZENITH SUPER AT-386	ZENITH
M4	80386/33MHz	ZENITH SUPER AT-386	ZENITH
M5	80386/40MHz	ZENITH SUPER AT-386	ZENITH
M6	80486SX/20MHz	ZENITH SUPER AT-486SX	ZENITH
M7	80486/33MHz	ZENITH SUPER AT-486	ZENITH
M8	80486/33MHz	ZENITH 486 EISA	ZENITH

COMPANY need not report royalties for those machines in Exhibit M that are shipped with only the Unix/Xenix operating system.

If any of the information requested above is not available with respect to any Customer System at the time of execution of this Agreement, COMPANY shall provide such information to MS not less than thirty (30) days prior to shipment of that Customer System.

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED

EXHIBIT R

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

Microsoft Contract # \_\_\_\_\_

PER-SYSTEM PRODUCT	A	B	C(=AxB)
Product Name and Version		Greater	
Product ID	CPU	Number of	License Fee
Language	Type	Systems or	Due
		Copies Shipped	
System 1: _____	_____	_____	\$ _____
System 2: _____	_____	_____	\$ _____
System 3: _____	_____	_____	\$ _____
Additional copies	_____	_____	\$ _____
Upgrades			
System 1: _____	_____	_____	\$ _____
System 2: _____	_____	_____	\$ _____
System 3: _____	_____	_____	\$ _____

PER-COPY PRODUCT	A	B	C (= A x B)
Product Name and Version			
Product ID	Per Copy	Copies	License Fee
Language	License Fee	Shipped	Due
	\$ _____	_____	\$ _____
Other:	Per Copy	Copies	License Fee
(Describe)	License Fee	Shipped	Due
	\$ _____	_____	\$ _____

Total License Fee Reported: \$ \_\_\_\_\_

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

If this is your initial license fee report, please indicate date of first Product shipment for revenue.

Report Completed by: \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print)  
 \_\_\_\_\_ (Date)

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

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED.

EXHIBIT C1 (SYSTEM COMMITMENT)  
COMPOUND PRODUCT

PRODUCT:    A.    MS-DOS with QBasic Interpreter      Version No.    5.0  
                  B.    MS-DOS Shell                                    Version No.    5.0

LANGUAGE VERSION    English

PRODUCT DELIVERABLES:

- (a)    Product in Object Code form.
- (b)    Standard Documentation in Series Number D781-5Z for Product A and Series Number D782-5Z for Product B that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

LICENSE FEE PAYMENTS AND REPORTING REQUIREMENTS:

(a)    For each Customer System identified below, COMPANY agrees to pay MS a License Fee, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, or (ii) the number of full or partial copies of Product A, or the number of full or partial copies of Product B, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement.

<u>Customer System</u>	<u>License Fee Rate (\$US)</u>
Exhibit <u>M1-M8</u>	<u>\$19.50</u>
Exhibit _____	_____
Exhibit _____	_____
Exhibit _____	_____
Exhibit _____	_____

(b)    COMPANY's report shall specify the number of copies of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product A and B, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by COMPANY during such calendar quarter, COMPANY shall indicate this on the License Fee report.

Exhibit to the License Agreement dated July 1, 1992, between MICROSOFT CORPORATION and ZENITH COMPUTERS LIMITED

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