

**AMENDMENT NUMBER 14**  
Amendment Date: June 30, 1995  
**to LICENSE AGREEMENT FOR MICROSOFT PRODUCTS #1107-3053**  
between MICROSOFT CORPORATION, a Washington, USA Corporation  
and COMPAQ COMPUTER CORPORATION, a Delaware, USA Corporation

Effective as of the Amendment Date indicated above, the below signed parties agree to amend the above referenced license agreement (hereinafter the "Agreement") by this instrument (hereinafter the "Amendment") as follows:


1. As set forth in the terms and conditions of Amendment 8, Exhibit C15 (Windows NT Server 3.5) of the Agreement, Paragraphs (e)1 and (e)2, under **ADDITIONAL PROVISIONS**, COMPAQ shall owe no royalty to MS for either Windows NT Server 3.5 to 3.51 Upgrade or Windows NT Workstation 3.5 to 3.51 Upgrade, provided that COMPAQ provides both Windows NT Server 3.5 to 3.51 Upgrade and Windows NT Workstation 3.5 to 3.51 Upgrade on a "no charge" basis (except that COMPAQ may charge its reasonable costs of materials, freight and handling). Notwithstanding anything to the contrary in Exhibit C15 of the Agreement, COMPAQ shall not be required to report the distribution of units of Windows NT Server 3.5 to 3.51 Upgrade or Windows NT Workstation 3.5 to 3.51 Upgrade. Such distribution is limited to end users of COMPAQ Customer Systems who have licensed a previous retail or OEM version of either Windows NT Server 3.5 or Windows NT Workstation 3.5.
2. Subject to Amendment 8, Exhibit C15 of the Agreement, Paragraph (c) under **ADDITIONAL PROVISIONS**, the attached End User License Agreements shall replace the corresponding End User License Agreement (Attachment 1) previously included with Exhibit C15.
3. Paragraph (a), under **TERMINATION** in Exhibit C16 (SQL Server) of the Agreement shall be deleted and amended to read:

"(a) This Exhibit C16 shall terminate effective September 30, 1995."


All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the date first written above. All signed copies of this Amendment shall be deemed originals.

MICROSOFT CORPORATION

  
By (Signature)  
Don Herbuck  
Name (Printed)  
Group Manager  
Title  
6-30-95  
Date

COMPAQ COMPUTER CORPORATION

  
By (Signature)  
JAM  
Name (Printed)  
Vice-President, Plaintiff  
Title  
7/11/95  
Date

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## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

MICROSOFT® \_\_\_\_\_ VERSION \_\_\_\_\_ NUMBER OF CLIENT ACCESS LICENSES: 5

**IMPORTANT—READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the manufacturer ("PC Manufacturer") of the computer system ("COMPUTER") with which you acquired the Microsoft software product(s) identified above ("SOFTWARE PRODUCT" or "SOFTWARE"). If the SOFTWARE PRODUCT is not accompanied by a new computer system, you may not use or copy the SOFTWARE PRODUCT. The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. By installing, copying or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, PC Manufacturer and Microsoft are unwilling to license the SOFTWARE PRODUCT to you. In such event, you may not use or copy the SOFTWARE PRODUCT, and you should promptly contact PC Manufacturer for instructions on return of the unused product(s) for a refund.

### SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

**1. GRANT OF LICENSE.** The SOFTWARE PRODUCT includes software that provides services on a computer called a server ("Server Software"), and software that allows a computer or workstation to access or utilize the services provided by the Server Software ("Client Software"), and may also include software that allows a computer or workstation to receive electronic mail ("Mail Workstation Software"). This EULA grants to you the following rights to the SOFTWARE PRODUCT:

- **Installation.** You may install one copy of the Server Software on a single computer (the computer running the Server Software shall be referred to as the "Server"). You may install the Client Software on any computer or workstation connected to the Server. The CD or disc(s) on which the Server Software resides may contain several copies of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). You may install the Server Software for use with only one of those architectures at any given time.
- **Use of the Client Software.** You may use the Client Software to configure and administer the Server. If you use the Client Software to access or otherwise utilize the services of the Server or for any other purpose, you must acquire a separate Client Access License unless otherwise noted in Section 2 of this EULA.
- **Use of the Server Software.** You may use one copy of the Server Software on one Server, which may be connected at any point in time to an unlimited number of workstations or computers operating on one or more networks. You must acquire a Client Access License to access or otherwise utilize the services of the Server, whether you use the Client Software or third-party software to do so, unless otherwise noted in Section 2 of this Agreement. Each Client Access License must be dedicated to one unique computer or workstation. It permits that computer or workstation to access or utilize the services of any Server. This is known as using the Server Software in "Per Seat Mode". However, you may elect to use the Server Software for Microsoft® SQL Server™, Windows NT™ Server or SNA Server (but not Microsoft BackOffice or Systems Management Server) in "Per Server Mode" as defined below. If you choose Per Seat Mode, your choice is permanent. If you initially choose Per Server Mode, you have the right to change one time only to Per Seat Mode, so long as you acquire a Client Access License for each unique workstation or computer accessing or utilizing the services of a Server.
- **Alternate Terms** If you elect to use the Server Software for Microsoft SQL Server, Windows NT Server or SNA Server in Per Server Mode. In Per Server Mode, the maximum number of computers or workstations that may access or otherwise utilize the services of the Server at a given point in time is equal to the number of Client Access Licenses which you have acquired and designated

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for use exclusively with that Server. You may access any Server running in the Per Server Mode by using any Microsoft or third-party client software, including computers or workstations licensed in Per Seat Mode, provided the additional access is within that Server's maximum licensed capacity of simultaneously connected computers or workstations. If you elect to change from Per Server Mode to Per Seat Mode, you may transfer any Client Access Licenses you acquired for use in Per Server Mode to an equal number of workstations or computers in Per Seat Mode.

- **Installation and Use of Mail Workstation Software.** You may install and use one copy of the Mail Workstation Software, if included in the SOFTWARE PRODUCT, on a single computer connected to the Server. You must acquire a separate Microsoft Mail Workstation license to install and/or use the Mail Workstation Software on any other computer.
- **Back-up Copy.** If PC Manufacturer has not included a back-up copy of the SOFTWARE PRODUCT with the COMPUTER, you may make a single back-up copy of the SOFTWARE PRODUCT. You may use the back-up copy solely for archival purposes.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Use of Lower Versions.** The Server Software contains a certain version number (such as version "3.5"). This License permits you to install one copy of the Server Software with the same (or a lower) version number as the Server Software version number listed above on a single computer (for example, if the version number listed above is "3.5," you may install Server Software that contains a "3.5" or "2.0" version number, but not a "3.6" version number).
- **Client Access Licenses—**This EULA grants you the number of Client Access Licenses for the SOFTWARE PRODUCT indicated at the top of this EULA. Each license permits one additional computer or workstation licensed in the Per Seat Mode, or one additional computer or workstation licensed in the Per Server Mode, the right to access or otherwise utilize the services of that Server. The services of the Server are considered to be accessed or utilized when there is a direct or indirect connection between a computer or workstation and a Server. Each Client Access License must be dedicated to one unique computer or workstation.
- **Microsoft Windows NT Server. Client Access -** You need a Client Access License for Windows NT Server in order to access or otherwise utilize the following Windows NT Server basic network services: File Services (sharing and managing files and/or disk storage), Printing Services (sharing and managing printers), and Remote Access Service (accessing the server from a remote location through a communications link). You do not need a Client Access License for Windows NT Server to access or otherwise utilize any other Windows NT Server services, to access or run Microsoft or third-party server applications on Windows NT Server, or to otherwise use the Client Software. **Windows for Workgroups Files -** The CD on which Windows NT Server resides may contain updated files of Windows for Workgroups software. In order to install or use these updated files, you must be licensed for Windows for Workgroups under a separate license. Upon installation the updated files become part of the Windows for Workgroups product and are therefore subject to the end user license which applies to Windows for Workgroups.
- **Microsoft Systems Management Server. Client Access -** The Client Access License for Microsoft Systems Management Server may only be used in the Per Seat Mode. You must acquire at least one valid Server License for Microsoft SQL Server to use Systems Management Server. However, you do not need to acquire a Client Access License for Microsoft SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server.
- **Microsoft SQL Server. Client Access -** You do not need a separate Client Access License for SQL Server in order to execute SQL Server-to-SQL Server remote stored procedures (also referred to as database remote procedure calls). **Benchmark Tests -** You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval. **Run-Time Software -** You have a limited nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library and ODBC files included in Microsoft SQL Server which are required for run-time execution of compiled applications ("Run-Time Files") in

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conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Server Software, provided that: (a) you do not use Microsoft's name, logo, or trademarks to market your software product; (b) you include a valid copyright notice in your software product; (c) if your software product contains ODBC files, it must include a valid copyright notice and you must distribute all ODBC components specified in the README file in conjunction with your software product; (d) you do not charge separately for the Run-Time Files; (e) you do not modify the Run-Time Files; and (f) you agree to indemnify, hold harmless, and defend Microsoft, PC Manufacturer, and their suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your application software product.

- **Microsoft SNA Server. Terminal Emulation** - The applets for 3270 and 5250 terminal emulation provided the SNA Server Software may be installed on any number of computers connected to the server running SNA Server. However, only one computer at a time may use a given applet to connect to a server running SNA Server and the applet may only be used for demonstration, evaluation, training, support, and diagnostic purposes.
- **Microsoft BackOffice. Client Access** - The Client Access License for Microsoft BackOffice may only be used in the Per Seat Mode. Each Client Access License in the Per Seat Mode entitles you to access or utilize the services of any computer running any Microsoft Server Software, whether licensed as part of BackOffice or acquired separately. **Mail Software** - If you acquired Microsoft Mail as a component of Microsoft BackOffice your use of Microsoft Mail on separate workstations is subject to the terms and conditions specified for Mail Workstation Software in Section I of this EULA.
- **Commercial Public Access Networks**. You may not use the Server Software as part of or as the basis for a commercial public access data network consisting of two or more servers that carries end-to-end electronic information traffic, such as messaging, data replication, FAX, EDI, or telex, unless you obtain a separate commercial use license from Microsoft.
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- **Separation of Components**. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer, except as expressly permitted by this EULA for Client Software and Workstation Software.
- **Rental**. You may not rent or lease the SOFTWARE PRODUCT.
- **Transfer**. You may transfer the Server Software to another computer, provided that it is removed from the computer from which it is transferred.
- **Notice to Users**. You shall inform all users of the SOFTWARE PRODUCT of the terms and conditions of this EULA.
- **Not For Resale Software**. If this SOFTWARE PRODUCT is labeled "For Demonstration Purposes", "Not For Resale" or "NFR," your license only permits use for demonstration, test, or evaluation purposes.
- **No "Multiplexing" or "Pooling"**. Use of software or hardware that reduces the number of users directly accessing or utilizing the Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Client Access Licenses required—the required number of Client Access Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end."
- **Termination**. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

**I. UPGRADES**. If the SOFTWARE PRODUCT is an upgrade from another product, whether from Microsoft or another supplier, you may use or transfer the SOFTWARE PRODUCT only in conjunction with that upgraded product, unless you destroy the upgraded product. If the SOFTWARE PRODUCT is an upgrade of a Microsoft product, you now may use that upgraded product only in accordance with this

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5. **DUAL-MEDIA SOFTWARE.** You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

6. **PRODUCT SUPPORT.** Product support for the SOFTWARE PRODUCT is not provided by Microsoft Corporation or its subsidiaries. For product support, please refer to PC Manufacturer's support number provided in the documentation for the COMPUTER. Should you have any questions concerning this EULA, or if you desire to contact PC Manufacturer for any other reason, please refer to the address provided in the documentation for the COMPUTER.

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