



**SIGNED ORIGINAL**

**AMENDMENT NUMBER 20**  
**Amendment Date: April 1, 1996**  
**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. In accordance with Exhibit S(1) of the Agreement, MS grants COMPAQ the following license rights with respect to the source code files from WINDOWS NT 3.51 and WINDOWS NT 4.0 listed in Section 1(c) ("Product"):

(a) Notwithstanding anything to the contrary in the Agreement, COMPAQ may modify and distribute the Product in object code form only preinstalled or by means of diskette or CD. The Product must ship (i) with new COMPAQ Customer Systems also shipping with WINDOWS NT WORKSTATION 3.51 or WINDOWS NT WORKSTATION 4.0 or (ii) directly from COMPAQ to end users of COMPAQ Customer Systems installed with WINDOWS NT WORKSTATION 3.51 or WINDOWS NT WORKSTATION 4.0 as part of a subscription maintenance program or (iii) directly from COMPAQ to end users of COMPAQ Customer Systems installed with WINDOWS NT WORKSTATION 3.51 or WINDOWS NT WORKSTATION 4.0 as replacement for Product previously fulfilled under item (i) above.

(b) For purposes of this Amendment, Product shall include the following specific WINDOWS NT WORKSTATION 3.51 or WINDOWS NT WORKSTATION 4.0 files, which have been modified by MS and/or COMPAQ: winfile.exe, nt detect.com, atapi.sys, scsiflop.sys, and other files as mutually agreed to in writing by the parties.

(c) COMPAQ agrees to pay MS a royalty of Zero Dollars (US \$0.00) for each MS Product shipped as described in item 1(b) above.

(d) COMPAQ's rights to modify and distribute the Product in Section 1 of this Amendment expire the later of (i) three (3) months after MS releases a WINDOWS NT WORKSTATION 3.51 Service Pack containing the files noted in Section 1 (b) above, or files with the same functionality as those listed, in all standard language offerings or (ii) three (3) months after MS releases WINDOWS NT WORKSTATION 4.0 containing the files noted in Section 1 (b) above, or files with the same functionality as those listed, in all standard language offerings. For purposes of this paragraph, standard language offerings shall include, but not be limited to: English, Danish, Dutch, Finnish, French, German, Italian, Japanese, Norwegian, Portuguese (Brazilian), Spanish, and Swedish.

2. MS grants COMPAQ the following license rights with respect to the object code files from WINDOWS 95 listed in Section 2(c) ("Product"):

(a) Notwithstanding anything to the contrary in the Agreement, COMPAQ may distribute the Product in object code form only preinstalled or by means of diskette or CD. The Product must ship (i) with new COMPAQ Customer Systems also shipping with WINDOWS 95 or (ii) directly from COMPAQ to end users of COMPAQ Customer Systems installed with WINDOWS 95 as part of a subscription maintenance program or

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(iii) directly from COMPAQ to end users of COMPAQ Customer Systems installed with WINDOWS 95 as replacement Product fulfilled previously under item (i) above.

(b) For purposes of this Amendment, Product shall include the following specific WINDOWS 95 files, which have been modified by MS: disksd.vxd, diskvxd.vxd, dskmaint.dll, esdi\_506.pdr, format.com, hsflop.pdr, io.sys, voltrack.vxd, int13.vxd, kernel32.dll, winboot.sys, and other files as mutually agreed to in writing by the parties.

(c) COMPAQ agrees to pay MS a royalty of Zero Dollars (US \$0.00) for each MS Product shipped as described in item 2(b) above.

(d) COMPAQ's rights to distribute the Product in Section 2 of this Amendment expire three (3) months after MS releases a Windows 95 OEM Service Release containing the files noted in section 2 (b) above, or files with the same functionality as those listed, in all standard language offerings. For purposes of this amendment, standard language offerings shall include, but not be limited to: English, Danish, Dutch, Finnish, French, German, Italian, Japanese, Norwegian, Portuguese (Brazilian), Portuguese (Iberian), Korean, Pan European, Spanish, Swedish, Russian, and Chinese (simplified).

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)

Bengt Akerlind

Name (Printed)

Director, OEM Sales

Title

MAY -2 1996

Date

COMPAQ COMPUTER CORPORATION

  
By (Signature)

Kevin L. Bohren

Name (Printed)

Vice President

Title

4/26/96

Date

Exhibit to the License Agreement dated October 1, 1992 between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

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