

**MICROSOFT INTERNET EXPLORER VERSION 4 and  
INTERNET EXPLORER ADMINISTRATION KIT  
LICENSE AND DISTRIBUTION AGREEMENT**

This Internet Explorer Administration Kit License and Distribution Agreement – IE 4.0 (“Agreement”) is entered by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052-6399 (“Microsoft”), and COMPANY that agrees and accepts the following terms and conditions of this Agreement, by executing this Agreement where indicated below.

Company Name & Address:	
Attention:	Contact/Title: Phone: Fax: Email:
State/Country of Incorp.:	

**1. DEFINITIONS**

- (a) “Active Desktop” means the Channel Client feature of Microsoft’s Internet Explorer version 4.0 software which supports “webcast,” “push” or “broadcasts” of Content via the World Wide Web (the “Web”).
- (b) “Channel” means an aggregation of Content and advertising (if any) that is displayed or played, or available to be selected by an end user for display and/or play, by means of a Channel Client, and which may be further divided into sub-Channels.
- (c) “Channel Client” means software that enables an End User to select and receive Channels in one or more display and/or audio elements, including software that is: (i) an interactive application (such as a Web browser) that displays and/or plays Content within an application (or similar) window or directly upon a operating system desktop; and/or (ii) an animated and network-interactive screen saver application.
- (d) “Channel Icon” means an icon or button which has an identifying logo and/or trademark and an integrated pointer/URL which may be pre-configured in the Internet Explorer Active Desktop user interface such that an end user, upon first starting up or using Active Desktop, will (if already connected to the Web) be able to link to an associated Channel.
- (e) “Content” means data, text, audio, video, graphics, photographs, artwork and other technology and materials provided for use on Channels or Web sites.
- (f) “Guidelines” means the guidelines for use of the Logo as outlined in the Microsoft Internet Explorer Logo Usage Guidelines which are located at <http://www.microsoft.com/ie/logo> (for the button logo) and attached hereto as Exhibit A for the “Includes Microsoft Internet Explorer” logo both of which are made an integral part of this Agreement.
- (g) “Internet Site” means Company’s Web site(s).



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- (h) "Internet Product" means all versions and releases of products distributed by Company, whether such versions and releases are created, marketed, and/or sold by Company or third parties; provided, however, that "Internet Product" does not include a personal computer.
- (i) "IEAK" means a collection of tools which enable an Internet Explorer and Outlook Express licensee to perform limited customizations to Internet Explorer, such customizations being made in accordance with the instructions in the IEAK, the provisions in Sections 2(d) through (g) (collectively, the "Instructions"), and including any updates to the IEAK which may be provided by Microsoft to Company under this Agreement.
- (j) "License Key" means the 10-digit alpha numeric code provided by Microsoft that enables Company to use the customization features of the IEAK.
- (j) "Logo" means the "Microsoft® Internet Explorer" logo depicted in the Guidelines or such additional or replacement logos as Microsoft may provide from time to time under this Agreement.
- (k) "Licensed Software" means, in object code form only for Platforms in all available languages requested by Company, the Microsoft software components identified in Exhibit C, as may be amended from time to time. ~~"Licensed Software" means, in object code form only for Platforms in all available languages requested by Company, the following Microsoft software: (i) Internet Explorer ("IE") versions 3.x and 4.x, (ii) a customized version of Internet Explorer which may be created through the authorized use of the IEAK; (iii) Outlook Express software version 4.x for email and Internet newsgroups; (iv) Comis Chat, all publicly released final versions; (v) NetShow client for receiving streaming or cached multimedia across the Internet and intranets, all publicly released final versions; (vi) FrontPage Express, all publicly released final versions; and (vii) NetMeeting, versions 1.x and 2.x.~~
- (l) "Platforms" means Windows 3.x (including Windows for Workgroups 3.x), Windows 95, Windows 98, Windows NT, Apple Macintosh, and UNIX.

2. LICENSE GRANTS, CONDITIONS & RESTRICTIONS

- (a) IEAK. Microsoft grants to Company a nonexclusive, limited worldwide, royalty-free license to customize Internet Explorer and Outlook Express using the IEAK in accordance with the Instructions. Company acknowledges and agrees that its use of the IEAK to customize Internet Explorer and Outlook Express requires the rightful receipt from Microsoft of the License Key allocated to Company. Company agrees that it shall only use the IEAK in accordance with the Instructions. In the event the capabilities and/or instructions of the IEAK are in conflict, either by providing more or fewer capabilities than the customization rights granted in Sections 2(d) through (g), the customization rights in Sections 2(d) through (g) shall have precedence. Without limiting the above license grant, Company shall have the following right relating to its use of the IEAK and the License Key: to use, reproduce, and distribute the IEAK and the License Key internally within Company.
- (b) Licensed Software. Microsoft grants to Company a nonexclusive, limited, worldwide, royalty-free license to use, reproduce and distribute (directly and indirectly through Company's distributors) through Company's distribution channels (including, but not limited to, distribution via the Web) the Licensed Software solely as part of or for use in conjunction with Company's one or more Internet Products, as determined from time to time by Company, to Company's end user customers and prospective end user customers. The foregoing license is expressly subject to the following conditions:

and to sublicense the foregoing *its*  
 to third parties thru multiple tiers.  
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- (1) *No Standalone Distribution.* The Licensed Software may only be distributed as part of or for use with Company's Internet Product, and not as a "standalone" product; provided, however, that Company or Company's sublicensees may distribute updates of the Licensed Software separately for purposes of updating an existing end user customer of an Internet Product.
- (2) *New Releases.* If Microsoft makes a new release of Licensed Software available, then Company shall use reasonable efforts to (i) cease reproduction and distribution of the older version of the Licensed Software component and shall promptly commence reproduction and distribution of the new release of the Licensed Software component with Company's Internet Product, provided that Company may deplete its existing inventory of Company's Internet Product containing a prior version of the Licensed Software; and (ii) notify its end users that a new release of the Licensed Software may be available from Company (with indication of appropriate URL) or from Microsoft by at least including substantially the following notice on Company's main public web site for the Internet Product: "A new version of the Licensed Software (or component thereof) may be available. Please go to [applicable Company URL] to update your software." Use of a new release of the Licensed Software may be subject to amended terms as set forth in Exhibit C *New Releases*. If Microsoft makes a new release (other than an "Update" release which is designated by Microsoft as a change in the hundreds digit [x.x(x)]) of any component of the Licensed Software available, then: (i) Company shall use reasonable efforts to cease reproduction and distribution of the older version of the Licensed Software component and shall promptly commence reproduction and distribution of the new release of the Licensed Software component with Company's Internet Product, provided that Company may deplete its existing inventory of Company's Internet Product containing a prior version of the Licensed Software; and (ii) Company shall use reasonable efforts to notify its end users that a new release of the Licensed Software may be available from Microsoft by at least including substantially the following notice on Company's main public web site for the Internet Product: "A new version of the Licensed Software (or component thereof) may be available from Microsoft. Please go to [www.microsoft.com](http://www.microsoft.com) to update your software today."
- (3) *End Users and Distributors.* Company's sublicensees will not be materially inconsistent with the terms and conditions of this Agreement regarding rights granted by and obligations imposed upon Company by Microsoft.
- (4) *License Restrictions.* The following restrictions apply to the license grant in this Section 2:
  - (i) Company may not reverse engineer, decompile or disassemble the Licensed Software;
  - (ii) Company may not separate the components of the Licensed Software for individual distribution; (iii) Except as expressly provided in Section 2(g)A, Company may not exclude any component of the Licensed Software from its distribution of the Licensed Software with its Internet Product with which Company chooses to distribute the Licensed Software;
  - (iv) Company may not authorize further redistribution of the Licensed Software by its end users of Company's Internet Product; and (v) Company shall maintain and not alter or remove any copyright, trademark, and other protective notices contained in the Licensed Software, including the end user license agreement ("EULA") which is included in the setup installation of the Licensed Software. Company shall also comply with the Guidelines.

(c) Logo.

- (1) Microsoft hereby grants to Company a limited, worldwide, nonexclusive, non-assignable (except as otherwise permitted by this Agreement), nontransferable, royalty-free, right to use the Logo solely in conjunction with Company's use and distribution of the Licensed Software with the Internet Product(s) and solely in the manner described in the Guidelines. Company agrees and acknowledges: Microsoft owns the Logo and goodwill associated therewith; use of the Logo will inure to the benefit of Microsoft; all rights Company has acquired or may

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acquire in the Logo, including all associated goodwill, shall be the sole property of Microsoft and are hereby assigned to Microsoft; Company will not adopt, use, or register any corporate name, trade name, trademark, service mark, or certification mark, or other designation confusingly similar to, or containing in whole or in part, the Logo; Company agrees to cooperate with Microsoft, at Microsoft's expense, in obtaining any trademark protection for the Logo in any jurisdiction and to execute any registered user agreement or license recordation authorization reasonably requested by Microsoft.

- (2) Company agrees to maintain the quality of the Internet Product at a level that meets or exceeds industry standards and that is at least commensurate with the quality of products distributed by Company on or before the Effective Date.
- (d) Permitted Customizations. For versions 4.0 of Internet Explorer which support Channels, Company may use the applicable IEAK to perform the any or all of the following additional customizations with respect to Channels (as further illustrated in Exhibit B)
- (1) Add a single Company Channel Icon to the topmost navigation level of the Internet Explorer Active Desktop Channel bar in the position below the Microsoft Channel Guide Icon. Said Icon may link either to Company or third party Channel available through Internet Explorer, provided that any trade names, trademarks, logos or brands displayed on the Channel Icon added by Company shall be limited to Company's mark or Company's Internet Product marks.
  - (2) Add multiple "sub-channels" grouped underneath (at the second navigation level) the Company Channel Icon on the Internet Explorer Active Desktop channel bar, where each such sub-channel may be linked to Company or third-party Content accessible through Internet Explorer, and where each such sub-channel may use any branding selected by Company. In the case where sub-channels are grouped underneath a Company Channel Icon, the Company Channel is the only Channel which is individually recognized by IE; the sub-channels do not operate as separate Channels by themselves (and cannot be subscribed separately using the IE 4.0 user interface).
  - (3) Configure the Company Channel added by Company to be "subscribed" by default, such that Company Channel Content and schedule information downloads to the end user's computer system hard disk automatically when the end user connects to the Internet and selects the "update" option.
  - (4) Delete from the Internet Explorer Active Desktop Channel bar any pre-configured Channel Icons that are developed or distributed by companies which compete directly with Company, where such deleted Channels are to include only: (i) pre-configured Channels from other Internet access providers, (ii) pre-configured Channels which are produced by, or exclusively distributed by, direct competitors of Company. Company may not delete a pre-configured Channel Icon that offers Content which is not directly competitive with Company or Company's Content but that may nonetheless compete for the end users' attention or interest with Content offered by Company.
- (e) Selection of Pre-Configured Channels. For versions 4.0 of Internet Explorer which support Channels, Company shall use the IEAK to select the pre-configured Channels for the specific territory for which each and every Company-customized version of IE is targeted for distribution. For example, if Company customizes separate versions of IE for distribution into territories A and B, Company shall use the IEAK to select the pre-configured default Channels for territory A for the version of IE Company creates for territory A, and shall use the IEAK to select the pre-configured default Channels for territory B for the version of IE Company creates for territory B. If Company distributes a single version of IE into multiple territories, Company shall use the IEAK to select the pre-configured default Channels that are targeted to the single largest population in the combined

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territories in which Company distributes IE. For the purposes of this paragraph, "territory" shall mean a language/country combination, such as German/Switzerland or French/Canada.

- (f) Internet Explorer Features. For any Channel added by Company pursuant to Section 2(d) above, Company agrees to use reasonable commercial efforts to develop and maintain said Channel such that it demonstrates the advanced features of Internet Explorer (including Dynamic HTML, etc.) and meets end user expectations of performance and frequency of update such that Company's Channel compares favorably, in Company's reasonable judgment, to Channels offered by other companies in Company's line of business.
- (g) Use of Standard Redistribution Key. For version 4.0 of Internet Explorer, Company may use the applicable IEAK and the IEAK Customization Wizard with the "Standard Redistribution" key capabilities of the Wizard to perform the any or all of the following customizations:

A. *DISTRIBUTION PACKAGES*

- A.1 *Non-customized Distribution*. If Company chooses not to customize its installations for the Licensed Software, then any distribution by Company must include the "Full" installation option offered in the IEAK. In addition, Company may also include the "Standard" and/or "Minimal" installation options as described in the instructions. Company may not exclude any Licensed Software component from an installation.
- A.2 *Customized Distribution*. If Company does choose to customize its installations of the Licensed Software: (i) any distribution by Company must include either the "Full" or "Standard" installation and (ii) Company may add its own components and options to such installation; provided, however, in no event may Company remove any components of the Licensed Software from such installation.

B. *ACTIVE SETUP CUSTOMIZATION*

- B.1 Customize title bar and bitmap that appear in Active Setup installation application.
- B.2 Add or customize sites from which Active Setup files are downloaded.

C. *INTERNET EXPLORER AND OUTLOOK EXPRESS CUSTOMIZATION*

- C.1 Customize Browser title bar (says "Microsoft Internet Explorer" by default) only to add "provided by Company" at the end of the title.
- C.2 Customize tool bar background bit map (watermark) that is used when not in high color mode.
- C.3 Change default search page (default is home.microsoft.com/access/allinone.asp).
- C.4 Change default start page (default is home.microsoft.com).
- C.5 Change help "online support" page (defaults to point to microsoft.com).
- C.6 Add as many pre-configured "favorites" entries (default is none).
- C.7 Change Favorites hierarchy (with exception of "special folders" like "Channels")

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- C.8 Rename and/or customize Links (Today's Links, Best of the Web, Today's News, etc.)
- C.9 Disable and/or customize first time boot welcome page (after installation).
- C.10 Add customized web pages to support web view functionality in standard system folders (such as My Computer, Control Panel) and/or import other folders which will have web view capabilities as well (up to 10 total).
- C.11 Append custom ID to end of generic IE4 user agent string.
- C.12 Customize OE info pane.

D. ~~ISP CUSTOMIZATION~~

- D.1 ~~Import Profile created by separately purchased Internet Connection Manager Administration Kit.~~
- D.2 ~~Change bitmap in Connection Manager dialog.~~
- D.3 ~~Pre-set the Proxy Server address.~~
- D.4 ~~Choose signup method (Internet Signup Server or Serverless Local) and customize required connection information.~~
- D.5 ~~For Outlook Express, set:
  - Incoming and outgoing mail servers
  - News server
  - Add custom LDAP servers~~
- D.6 ~~Add custom IIS server for NetMeeting if applicable.~~

3. Delivery

Microsoft shall deliver the License Key, the IEAK and the Licensed Software upon execution of this Agreement. Additional localized language versions of the Licensed Software shall be delivered by Microsoft to Company promptly upon Company's request. Future upgrades, updates, releases and versions of the Licensed Software, or any components thereof, and any future versions of the IEAK and the License Key, shall be delivered by Microsoft to Company at substantially the same time any such items are delivered to other licensees of the Licensed Software. The IEAK, the License Key, the Licensed Software, and future upgrades, updates, releases and versions thereof, together with all related documentation, shall either be delivered by Microsoft to Company on a CD, or shall be available for downloading by Company from Microsoft's web site.

34. COMPANY OBLIGATIONS

Company shall perform the following obligations:

- (a) ~~Company shall sell, market, promote and distribute the Licensed Software in a manner no less favorable than that for any Third Party Browser or Third Party Email Client sold, marketed, promoted or distributed by Company. For purposes of this Section 3(a), "Third Party Browser" means software designed to view, render, browse or otherwise interact with the Internet, the Web, and/or other public networks now existing or hereafter created. For purposes of this Section 3(a), "Third Party Email Client" means software which is used to compose, transmit, retrieve, and read electronic messages using peer to peer, store and forward, or similar email communication methods.~~

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The above notwithstanding, nothing in this Agreement shall be interpreted to require Company to distribute the Licensed Software with any of its Internet Products or other products, even if Company distributes Third Party Browsers with any of its Internet Products or other products.

(b) In the event that Company includes any Third Party Browser or Third Party Email Client name or logo on the packaging, advertising and/or promotional materials of Company's Internet Product, Company shall feature the Microsoft Internet Explorer name and logo as depicted in Exhibit A in a manner no less favorable than that for any Third Party Browser or Third Party Email Client name or logo. Such use of the Internet Explorer name and logo shall be pursuant to the Guidelines in Exhibit A and Microsoft's standard trademark policies as may be provided by Microsoft to Company from time to time.

*Check by add!!!*

(a) Company shall provide Microsoft with a quarterly volume distribution summary detailing the number of copies of the Licensed Software it has distributed the quarter within forty-five (45) days following the end of each calendar quarter. Such summary shall specify separately each component, component version(s), and Platform(s) distributed and the means of distribution (Web download or CDROM) and shall be submitted to <https://ieak.microsoft.com/secure/addReport.asp>. In the event Company distributed no copies of the Licensed Software, Company shall indicate this on the volume distribution summary. Microsoft shall maintain all distribution summary reports in confidence and may only disclose such reports to its immediate legal and financial consultants as may be required in the ordinary course of Microsoft's business.

*Sensitive info.*

(b) Company shall maintain the quality of the Internet Product at a level that meets or exceeds industry standards and that is at least commensurate with the quality of products distributed by Company on or before the Effective Date.

(c) Company shall make the Licensed Software available for use internally under Company's customary information services policies and procedures.

45. OWNERSHIP

Except as expressly licensed to Company in Section 2, Microsoft retains all right, title and interest in and to the Licensed Software and the Logo. All rights not expressly granted herein are reserved by Microsoft.

56. ACCEPTANCE AND DISCLAIMER OF WARRANTY

- (a) The Licensed Software is deemed accepted by Company.
- (b) Neither the Company nor any of its distributors or employees shall have any right to make any representation, warranty, or promise on behalf of Microsoft.
- (c) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE LICENSED SOFTWARE, LOGO AND THE IEAK ARE PROVIDED TO COMPANY AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE AND THE IEAK ARE ASSUMED BY COMPANY AND THE END-USER CUSTOMER. MICROSOFT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

67. DEFENSE OF INFRINGEMENT CLAIM

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- (a) MS agrees to defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that the Licensed Software infringes any US patent, or any trade secret or copyright, trademark or trade name of any third party enforceable in any "Included Jurisdiction" (defined in Section 6(d) below); provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.
- (b) In the event MS receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Licensed Software, MS may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to distribute the alleged infringing Licensed Software component; or (ii) replace or modify the Licensed Software component to make it non-infringing, and in which case, COMPANY shall thereupon ~~cease distribution~~ of the alleged infringing Licensed Software component. *- per product CDs.*
- (c) MS shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on COMPANY's (i) manufacture, distribution, or use of any Licensed Software component after MS' notice that COMPANY should ~~cease manufacture, distribution~~ or use of such Licensed Software component due to such a claim; or (ii) combination of a Licensed Software component with ~~any other product, program, or data~~ where such claim would not have occurred but for such combination; or (iii) adaptation or modification of any Licensed Software component where such claim would not have occurred but for such adaptation or modification. *(For all claims described in this Section (c), COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees. Damage out of our control)*
- (d) MS shall have no obligation to COMPANY for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, and Norway ("Included Jurisdictions").

**78. LIMITATION OF LIABILITY.**

- (a) IN NO EVENT SHALL ~~EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE KIT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.~~
- (b) Except as expressly provided in Section 67, MS disclaims all direct damages arising under this Agreement or out of the use of or inability to use the Licensed Software or the Kit, even if MS has been advised of the possibility of such damages.
- (c) In no event shall either party's total liability to the other party under this Agreement exceed Two Hundred Fifty Thousand Dollars (US\$250,000) in the aggregate.

**89. TERM**

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods unless

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either party gives the other party sixty (60) days notice of its intent not to renew, unless earlier terminated as provided in Section 8.10.

8.10. DEFAULT AND TERMINATION

- (a) Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice.
- (b) Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in material breach of any material warranty, term, condition or covenant of this Agreement, and fails to cure that breach within ~~thirty-sixty~~ thirty-sixty (30/60) days after written notice thereof.
- (c) Upon expiration or termination of this Agreement for any reason, the license grants set forth in Section 2 above shall remain in effect for each version of the Internet Products with which the Licensed Software was bundled prior to or as of the expiration or termination date of this Agreement, but shall terminate with respect to any subsequent release of such Internet Products. ~~Company's rights under Section 2 immediately terminate, provided, however, if Microsoft terminates this Agreement without cause pursuant to Section 8(a), the license grants in Section 2(b) and 2(e), subject to all of the conditions and restrictions in the remainder of the Agreement, shall survive for a period of time equal to the later of: (i) ninety (90) days from the effective date of termination, and (ii) the time necessary for Company to deplete its inventory of the Internet Product containing the Licensed Software and to fulfill orders for Company's Internet Product containing the Licensed Software in existence at the time of termination. After such time, Company shall destroy all full or partial copies of the Licensed Software and the IEAK in Company's possession or under its control, except that Company may keep up to ten (10) copies for use in providing support and archival purposes only. If this Agreement is terminated for cause pursuant to Section 8(b), Company shall return to Microsoft or destroy all full or partial copies of the Licensed Software and the IEAK in Company's possession or under its control within ten (10) days following the expiration or termination date of this Agreement.~~

*Continuation of contract.*

*return only this piece - other stuff used.*

*custome*
- (d) Sublicenses validly granted prior in accordance with to expiration or termination of this Agreement shall survive termination or expiration of this Agreement.
- (e) Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.

8.11. SUPPORT

Company shall provide to end users of Company's Internet Product the following support relating to the Licensed Software: support designed to provide compatibility information, installation assistance, usage support, and basic troubleshooting.

8.12. NOTICES AND REQUESTS

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) transmitted via electronic mail with a copy deposited in the mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

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To Company: see address on page 1

To Microsoft:  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attention: ISP Group Manager,  
Internet Customer Unit  
Fax: (425) 936-7329  
Phone: (425) 882-8080

Copy to:  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attention: Law & Corporate Affairs  
US Legal  
Fax: (425) 936-7409  
Phone: (425) 882-8080

Distribution Summaries: Select the "Report" option located at:  
<https://ieak.microsoft.com/>

or to such other address as a party may designate pursuant to this notice provision.

132. GENERAL

- (a) This Agreement shall be governed by the laws of the State of Washington, USA, as though entered into between Washington residents and to be performed entirely within the State of Washington, and Company consents to jurisdiction and venue in the state and federal courts sitting in the state of Washington.
- (b) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.
- (c) 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.
- (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.
- (e) The rights and obligations hereunder shall inure to the benefit of the successors of the parties hereto. Company shall have the right to assign this Agreement, including all of its rights and obligations hereunder, to another party in connection with a sale or transfer of all assets or products relating to this Agreement, provided any rights or obligations hereunder shall not be assigned by Company without the prior written approval of Microsoft, such approval shall not be unreasonably withheld.
- (f) Any Licensed Software which Company distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities (the "Government"), shall be provided with RESTRICTED RIGHTS in accordance with DFARS 252.227-7013(c)(1)(ii), or as set forth in the particular department or agency regulations or rules, or particular contract which provide Microsoft equivalent or greater protection.
- (g) Company acknowledges that the Licensed Software and the IEAK are subject to the export control laws and regulations of the US, and any amendments thereof. Company confirms that with respect to the Licensed Software, it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria); (ii) any end user who Company knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. Company further

*Right to assign*

*Substantially*

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acknowledges that the Licensed Software and the IEAK may include technical data subject to export and re-export restrictions imposed by US law.

- (h) Company shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for Company's performance under this Agreement.
- (i) Company shall pay, and be responsible for any and all sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (i) the entry into this Agreement; (ii) the performance of any of the provisions of this Agreement; or (iii) the transfer of any property, rights or any other grant hereunder.
- (j) If either Microsoft or Company employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- (k) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Microsoft by their respective duly authorized representatives.

MICROSOFT CORPORATION

NOVELL, INC.

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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Date

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EXHIBIT A to the LICENSE AND DISTRIBUTION AGREEMENT

INCLUDES MICROSOFT® INTERNET EXPLORER LOGO USAGE GUIDELINES

Includes



Includes



Microsoft has established the following set of guidelines to assist you in the proper use of the Includes Microsoft Internet Explorer logo shown above (the "Logo").  
The power of the Logo lies in its consistent and appropriate use. Any usage outside these guidelines dilutes the effectiveness of the Logo and Microsoft's rights in the Logo.  
Microsoft reserves the right to change the Logo and/or these guidelines at any time at its discretion. You must comply with the guidelines as amended from time-to-time.

**USING THE INCLUDES MICROSOFT INTERNET EXPLORER LOGO**

- Use the Logo only to indicate that your product includes Microsoft Internet Explorer. You may not use the Logo in connection with any product that does not include Microsoft Internet Explorer.
- This Logo is for use by Microsoft and authorized third parties only.
  - Microsoft Use: The Logo may be used by Microsoft on packaging, channel, collateral,

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- advertising, direct mail, and events promotion materials for Microsoft products that include Microsoft Internet Explorer.
- Authorized Third-Party Use: The Logo may only be used by third parties authorized to distribute the Microsoft Internet Explorer software under a separate License and Distribution Agreement or OEM License Agreement with Microsoft, as applicable. Authorized third parties may only use the Logo on product packaging and in related print advertising materials for products that include Microsoft Internet Explorer.
  - This Logo may NOT be placed on any Web sites for the purpose of downloading Microsoft Internet Explorer. Please see the Microsoft Internet Explorer Online Logo Usage Guidelines at Error! Bookmark not defined. <http://www.microsoft.com/ie/logo/>.
  - Microsoft will provide you with electronic artwork of the Logo. You may not alter this artwork in any way. Do not remove the trademark symbols or any other elements from the Logo. Microsoft may provide the Logo in versions where the word "Includes" may be translated for local markets, as available. You may not substitute your own translation of the Logo.

## LEGAL INFORMATION

- Each use of the Logo must include the following notice:  
"Microsoft and the Microsoft Internet Explorer logo are registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries."
- The product name for Microsoft's Internet browser should always appear as "Microsoft Internet Explorer 4.0" in all materials, and should include the trademark registration symbol ® after Microsoft at the first and most prominent mention.
- Microsoft owns the Logo and all uses of the Logo will inure to the benefit of Microsoft. Authorized third parties shall employ best efforts to use the Logo in a manner that does not derogate from Microsoft's rights in the Logo and will take no action that will interfere with or diminish Microsoft's rights in the Logo. Authorized third parties should not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, domain name, trade dress, or other designation similar to, or containing in whole or in part the Logo or any other trademarks of Microsoft.
- Authorized third parties may not use the Logo in a manner that would imply that their company, products, or services are sponsored by, endorsed by, or affiliated with Microsoft.
- Authorized third parties may not display the Logo in a manner that suggests their product is a Microsoft product, or in a manner that suggests "Microsoft" is a part of their product name.
- Authorized third parties may not use the Logo to disparage Microsoft Corporation, its subsidiaries, products, or services, or for promotional goods or products that, in Microsoft's reasonable judgment, may diminish or otherwise damage Microsoft's goodwill in the Logo.
- Authorized third parties may not imitate Microsoft's product packaging or the Logo in any of their materials, including advertising, product packaging, and promotional materials.
- The Logo, and the names "Microsoft," and "Microsoft Internet Explorer 4.0" cannot appear larger and/or more prominent than authorized third parties' own trade name, service name, product name, or trademark on any materials.
- Authorized third parties shall cease and desist from all use of the Logo from and after termination or expiration of their distribution agreement for Microsoft Internet Explorer.
- Microsoft reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

## SIZING AND PLACEMENT REQUIREMENTS

- Minimum size is 1/2" wide.
- The Logo must stand alone. A minimum amount of empty space must surround the Logo separating it from any other object, such as type, photography, borders, edges, and so on. The required area of empty space around the Logo must be 1/2x, where x equals the height of the "e".
- You may not combine the Logo with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.

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- The Logo may not be used as a design feature on your packaging or any other materials.

## COLORS

The color version is the preferred way of reproducing the Logo. The Logo consists of black type with a blue graphic symbol ("e") and four red dots.

- The PANTONE Matching System (PMS) color for the blue is PMS 279 C; the red dots are PMS 172C.
- Four-color process can also be used. The blue equals C80%+M35%; the red equals M65%, Y85%.
- For online usage, in presentations and situations where Microsoft Internet Explorer will not be downloaded, the blue color should be Red 0, Green 153, Blue 255 for 8-bit or higher resolution palettes. The red color should be Red 100, Green 34, Blue 34.

The color version can be reproduced only as described here.

## BLACK-AND-WHITE APPLICATIONS

The Logo consists of black type with a black "e" symbol with dots. The logo can be reversed to white out of black.

## ACCESSING THE ONLINE FILES

The following files are provided in Encapsulated PostScript (EPS) and BMP format. Use the EPS file for materials printed to a PostScript-compatible printer. Use the BMP file for on-screen representations. The files may not be opened and edited, only placed (for example, select "import...picture") into software programs such as common page-layout or presentation programs, word-processing software, and so forth. EPS format is device-dependent, so the resolution of the device you are printing to is the resolution you will achieve. EPS images are sizable.

## QUALITY CONTROL

Microsoft reserves the right to review your use of the Logo and to conduct spot checks on all product packaging, marketing, and other materials, and may periodically send out requests for samples. Microsoft may also conduct spot checks in retail outlets and other product sources to monitor your compliance with these Logo Guidelines. Refusal to submit samples, noncompliance with these guidelines, or failure to correct any deficiencies in your use of the Logo and/or in the quality of the product used in conjunction with the Logo upon reasonable notice from Microsoft could result in revocation of your license to use the Logo.

## QUESTIONS?

Please contact the Microsoft Internet Explorer Logo Department at [traceyk@microsoft.com](mailto:traceyk@microsoft.com) if you have any questions regarding the Logo.

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EXHIBIT B

Illustration of Channel Bar Navigation Hierarchy & Channel Placement

1. Channel Bar Topmost Navigation Level (visible on Active Desktop) sample configuration:

Channel Guide
Company Channel
MSN
MSNBC
Disney
PointCast
(others)

The Channel Guide always occupies the first position (at the top of the Channel Bar). Company Channel may be inserted in the second position (thereby shifting other Channels down one position). The Company Channel Icon is visible by default when Active Desktop is first installed. With the exception of adding the Company Channel, all pre-configured Channels must remain on the Channel Bar in the order shipped in the IEAK for each target territory (or country/language combination). End users are able to add, rearrange, and/or delete any Channels they wish after installing IE.

2. Channel Bar "sub-Channels" may be configured "under" a topmost level Category such that when a topmost level Category is clicked, the sub-Channel(s) are displayed. Sub-Channels are not visible until the Category containing them is clicked.

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**EXHIBIT C**  
**TO MICROSOFT INTERNET EXPLORER LICENSE AND DISTRIBUTION AGREEMENT**  
**Document Version 5.0, May 28, 1998**

**LICENSED SOFTWARE**

**I. Description.**

Licensed Software	Version	Language Version
Internet Explorer (or "IE")*	3.x, 4.x	All publicly released
Outlook Express*	4.x	All publicly released
Comic Chat	All publicly released final versions	All publicly released
NetShow	All publicly released final versions	All publicly released
FrontPage Express	All publicly released final versions	All publicly released
NetMeeting	1x, 2x	All publicly released

*Modified*

Individual software components may not be distributed separate from the Internet Explorer and Outlook Express operating system updates or technologies.

**II. Upgrades and Amendments**

All Licensed Software includes the indicated version only. Microsoft reserves the right to amend this Agreement in the event of public release of new versions any of the Licensed Software (for example, release of IE 5.x). In the event that Microsoft elects to amend any of the terms and conditions of this Agreement, upon release of a new release version Microsoft will make available through its <http://ieak.microsoft.com> Web site (or any successor thereto):

- (1) Identification of the new release version;
- (2) An amendment to this Agreement ("Amendment"), setting forth the new terms and conditions that shall govern this Agreement;
- (3) Means for Company to "click accept" that Amendment.

Microsoft's notice regarding the Amendment will include notice (pursuant to section 8 of the Agreement) that Microsoft may not renew the Agreement, absent such Amendment, beyond its then current term.

*STATEMENT OF FACT*

\* Internet Explorer and Outlook Express software technology comprise part of the operating system of Windows 95, Windows 98 and Windows NT. Certain versions of such technology are available as standalone software for the Windows 3.1, Macintosh and Unix operating systems.

*can we let them keep this piece.*

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