

Microsoft· OEM

Distributor Customer Service Guide

April 1999

Microsoft Licensing Inc. Confidential

The information contained hereon is confidential, is submitted in confidence, and is proprietary information of Microsoft Licensing Inc. and shall only be used in the furtherance of, the contract of which this document forms a part, and shall not, without Microsoft Licensing Inc.'s prior written approval, be reproduced or in any way used in whole or in part in connection with services or equipment offered for sale or furnished to others. The information contained hereon may not be disclosed to a third party without consent of Microsoft Licensing Inc., and then, only pursuant to a Microsoft Licensing Inc. approved nondisclosure agreement.

Microsoft Licensing, Inc
6100 Neil Road
Reno, NV 89520 USA

Telephone (702) 823-5600

©1989 - 1995 Microsoft Corporation. All rights reserved. Printed in the USA.

HIGHLY CONFIDENTIAL

038469

Table of Contents

1. Reporting Guidelines.....Page 3

Frequently Asked Questions.....Page 3

I-CMODS Implementation Guidelines.....Page 7

Inventory Reporting Template.....Page 22

Sales Reporting Template.....Page 23

2. Authorized Replicator Directory.....Page 24

3. Hardware Products Customer Service Guide.....Page 32

4. Sample SB Agreement.....Page 52

5. Trademark and Logo Usage Guidelines.....Page 55

6. How to access Part Numbers.....Page 59

7. How to access Royalty & Price List/Exhibit Information.....Page 60

8. Product Destruction Guidelines.....Page 61

HIGHLY CONFIDENTIAL

038470

Reporting Guidelines

FREQUENTLY ASKED QUESTIONS: Reporting & Compliance

What is Sales Reporting? What does Microsoft use the data for?

Sales Reports include data about sales of Microsoft OEM products from OEM Distributors to System Builders. This data includes the names, addresses and phone numbers of System Builders, as well as information about the sales transactions. This data is critical to planning and implementing marketing and sales programs targeting the System Builders, our mutual customers.

The Sales Report is similar to the Royalty Report that is used for invoicing. However, these are currently two reports submitted separately. The Royalty Report does not include detailed information about the System Builders.

What is Inventory Reporting? What does Microsoft use the data for?

Inventory Reports include data about the Microsoft OEM product that is currently in stock at any OEM Distributor facility. This data is used to measure the amount of product in the channel and to better understand product flow. This understanding allows Microsoft to plan strategically, based on a complete view of the channel, and to better understand the business and needs of OEM Distributors.

What is I-CMODS?

This stands for "Internet Channel Measurement Operational Data Store." It is a tool for uploading sales and inventory reports over the Internet. Accessing this web site requires a user account; contact your Account Manager if you do not have an account. NOTE: The username and password is not the same as the one for the DSP Web site. <https://icmods.microsoft.com/>

Are there reporting instructions?

The latest Guidelines, templates, and other information is available on the DSP Web site, under the Business Center. Accessing this web site requires a user account; contact your Account Manager if you do not have an account. NOTE: The username and password is not the same as the one for the I-CMODS Web site. https://oem.microsoft.com/dsp/business/inet_rep.asp

Verifying the status of reports

Information is available on the I-CMODS web site for accounts in production, within about 15 minutes of uploading each file: <https://icmods.microsoft.com>. Accounts that are testing will not see this feedback; instead, they will be in direct email communication on their status with an MS Sales contact.

These messages will be the first feedback on errors in the files. You will typically be notified of other content errors within two business days of submitting the files. There may be some errors that are not discovered for some time, however.

What are the most common reporting errors, and how can I avoid them?

Almost all non-compliance is due to lateness. The success of Microsoft programs depends on getting the data on time. Automating and scheduling the creation of the reports is the best way to ensure you submit reports on time, every time. It is also

HIGHLY CONFIDENTIAL

038471

critical to have at least one back-up person able to create and submit the reports, in case the lead is sick or on vacation when the report is due. Content errors cause reports to be non-compliant, and re-sending the reports is required. The most common part number error is the incorrect reporting of quantities and pack part numbers. Part numbers are published weekly on the DSP web site, and you must download the latest part number file for each reporting cycle (https://oem.microsoft.com/dsp/business/inet_rep.asp).

If you sold two 5-packs of Windows 98, you must report:

Quantity = 2 and Part number = Windows 98 5-pack.

The MS system calculates totals, multiplying quantity by number of units in each pack:

$2 \text{ (quantity)} \times 5 \text{ (Windows 98 5-pack)} = 10 \text{ (total license units sold)}$

If you report Quantity = 10, instead of 2, total licenses will be incorrectly overstated (as units = 50).

What about single unit part numbers?

There are unusual situations when a single unit may be reported. There is a look-up tool in the part number file, on a separate tab, that can be used to find single part numbers that are associated with pack part numbers (https://oem.microsoft.com/dsp/business/inet_rep.asp). If you have questions about reporting packs or single part numbers for any of your sales, please speak with your Account Manager.

What are the compliance requirements?

1. **On-time.** If there is a holiday or other reason that makes it impossible to send a report on the correct date, the report should be sent early. Late reports are non-compliant, and the discount will be lost for late reports.
2. **Correct,** per the **Guidelines** and **template** in the CSG and on the web. If an error in the content is found at any time, a resend of the report is required. If you are responsive and resend reports quickly, we may override the non-compliance of such reports. If the report is not resent quickly, an override will not be considered.
3. **Electronically submitted** (I-CMODS or EDI). Most OEM Distributors use the Internet tool (I-CMODS) to upload their reports. This is easy and reliable. A few are approved to use EDI methods. If a report is sent in email, it will be considered non-compliant.

How is the compliance discount calculated?

If reports meet current compliance requirements, then they are considered compliant. Microsoft pays a discount for this compliance. This discount is US\$2 per Windows 9X or NT Workstation unit sold that month.

Most OEM Distributors report weekly. A percentage of the discount is earned with each weekly report. If there are four weeks in the month, then each week the company submits compliant reports they earn 25% of the discount for that month. If all reports in a month are compliant, the 100% of the discount is paid that month.

If a weekly reporter is non-compliant one week, they lose 25% of the discount that month. If they are non-compliant two weeks, they will lose 50% of the discount that month. If non-compliant all weeks in a month, they lose 100% of the discount that month.

038472

171820

Some OEM Distributors report monthly. These reports must be submitted by the 10th of each month, by 5pm Redmond-time. The full discount is earned or lost based on a single report. It is strongly recommended monthly reports be submitted within three business days of the end of each month. Waiting to submit a monthly report carries a high risk for loss of the full discount.

How is the compliance discount invoiced?

If a company submits compliant reports for the month, then the company qualifies for the compliance discount. This discount appears on the monthly invoice.

If the company is not submitting compliant reports, then they are non-compliant. Two invoicing scenarios are possible.

- > Usually, the discount will not be applied to the invoice for the month during which reports were non-compliant.
- > Sometimes, non-compliance is discovered after the discounted invoice is issued. In this case, a second invoice is issued, "billing back" the discount.

What about the compliance of inventory reports?

Most OEM Distributors will be required to submit inventory reports starting July 1, 1999. If you are not sure if you should submit inventory reports, please contact your Regional Analyst.

If you are required to submit inventory reports, then these must be submitted on-time and correctly to earn the compliance discount. If the Sales Reports are submitted weekly, then the Inventory Reports must also be submitted weekly. If one of the two reports is non-compliant, the company is considered non-compliant that week, and loses a percentage of the discount.

Quarterly activation cycle

New OEM Distributors have a grace period for the duration of the current fiscal quarter to test reporting systems. During this period, they are assumed compliant and automatically receive the discount. They must be approved for production reporting by the end of the quarter to be "activated" in our systems and to continue to qualify for the compliance discount.

If an active reporter is non-compliant all three months in a quarter, they will be made inactive beginning with the next quarter and they will need to be approved for production again to be reactivated. These accounts are considered lapsed, and will not qualify for the compliance discount until they are re-activated and compliant.

HIGHLY CONFIDENTIAL

038473

Who are the Regional Analysts to contact with reporting questions?

North America	Nathan Hoff	nathanho@microsoft.com
South America, Central America, Mexico	Kristin Flatness	krisfl@microsoft.com
Germany, Austria, Benelux, Nordic region	Kathy Eick	kathyei@microsoft.com
Spain, Italy, Portugal, UK, France	Katie Luu	katieluu@microsoft.com
Eastern Europe, Middle East, Africa	John Fieser	jfieser@microsoft.com
Japan, China, Taiwan, Korea	Amy Brehm	armybreh@microsoft.com
Australia, New Zealand, Southeast Asia	Colleen Hughes	colleeh@microsoft.com

HIGHLY CONFIDENTIAL

I-CMODS

Internet - Channel Measurement Operational Data Store

Implementation Guidelines for Reporting via the Internet

Version: 2.00
Last Revision: 11/11/98

HIGHLY CONFIDENTIAL

038475

Microsoft OEM Distributor Customer Service Guide, April 1999

7

I-CMODS 2.0 New Features

- ◆ Descriptive line by line feedback on rejected files and rows.
- ◆ 24 hour purge ability. A file that is resent within 24 hours of the original file will automatically purge and replace the original from the system.
- ◆ Reporting Compliance Status.
- ◆ Historical Part Number Corrections.
- ◆ Friendly and Intuitive Interface.

Objectives

This guide is intended to communicate the basic file structure and transmission standards for Microsoft's channel reporting initiative. Specifically, this guide focuses on channel partner reporting of sales and inventory information in a flat file format.

Included is information regarding a method of data transport directly to Microsoft via the Internet. This solution is designed to provide a secure, inexpensive reporting alternative to Electronic Data Interchange and file attachment via email, while maintaining a fully automated processing environment.

The I-CMODS user connects to Emerald City, Microsoft's fully secure web site environment. This environment uses SSL encryption technology and user authentication to ensure secure data transmission. Files are transferred to the Channel Measurement production share, where these transmissions are swept into the CMODS processing engine. Data quality feedback is returned to the trading partner once processing is complete.

Transmission File Types

The following flat file types are acceptable for file transmission:

1. ASCII text files that are tab delimited.*
2. ASCII text files that are pipe delimited.
3. ASCII text files that are fixed width.
4. Excel workbook version 4.0 or higher (single sheet workbook only).

** Because of its low corruption rate and easy compressibility, the preferred file type is tab delimited*

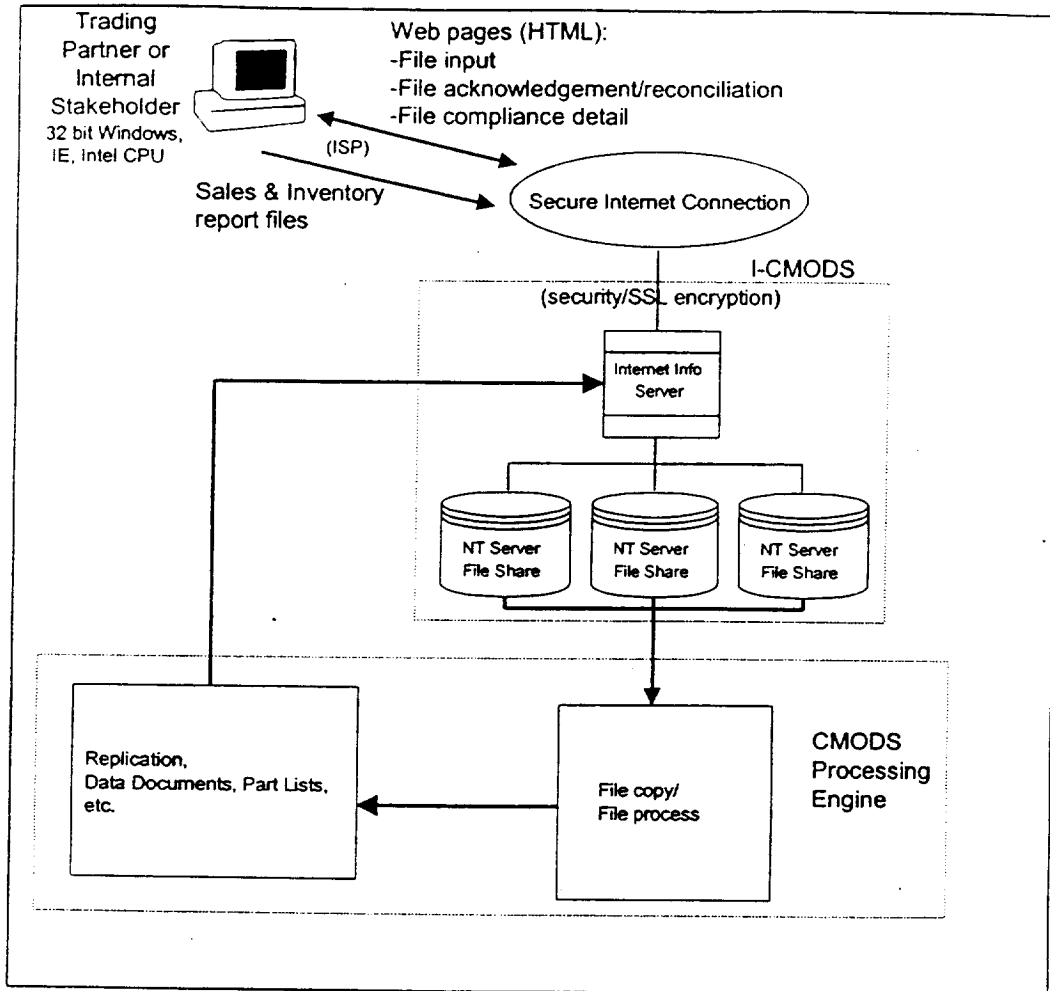
Additional file specifications:

- ◆ Once established, transmission file types cannot change without prior approval from Microsoft.
- ◆ Files must be named according to the assigned nomenclature provided by Microsoft.
- ◆ Delimited files must only use their delimiters as delimiters. Extra pipes or tab marks will make the file non-compliant.
- ◆ Excel files can only contain one worksheet of data.
- ◆ There can only be one Report End Date per transmission. Reports for multiple periods must be sent separately.

HIGHLY CONFIDENTIAL

038476

Internet Security Profile



Reporting Requirements

Specifications

I-CMODS requires:

- ◆ Windows 95 or Windows NT 4.0 or higher (Server or Workstation) operating platform
- ◆ Microsoft Internet Explorer 4.0 or higher. (*The Safety Level in Internet Explorer must be set to Low.* This can be changed by choosing View, Options from the toolbar on Internet Explorer. Then select the Security tab and choose low.)
- ◆ Internet Access.

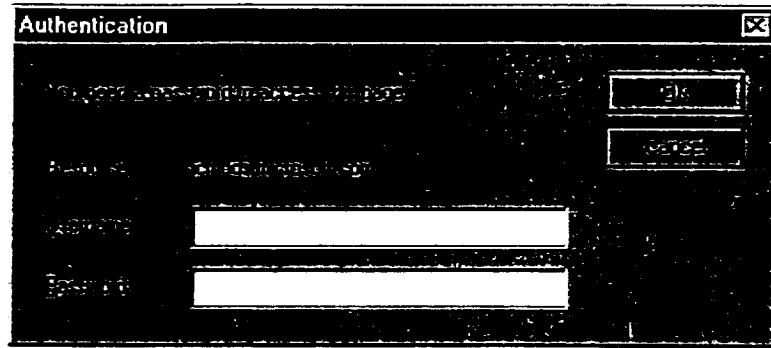
HIGHLY CONFIDENTIAL

038477

Reporting Process

The process for reporting flat files via the Internet has been simplified with the I-CMODS reporting solution. All logons are through a secured website (see Figure A). All files that are uploaded via the secured site are compressed to allow for the greatest amount of security and quickest transmission time. Once the files have been uploaded, they are processed and feedback is provided via the same secured website. Feedback is normally provided within 20 minutes, or less.

Figure A



(fig. A, I-CMODS logon window)






Log On Screen

Log onto I-CMODS web site with a username and password * (See Fig. A).

- ◆ URL: <https://icmods.microsoft.com> (Please note the "s" after "http." This identifies the web site is secure).
- ◆ Username and Password: Unique for each Trading Partner. Supplied by Microsoft Account Manager. (*User name and password are case sensitive*)
- ◆ **If the user fails to log in successfully to I-CMODS five consecutive times within 60 minutes, their I-CMODS account will be deactivated (as a security measure), and the user will not be able to log in to I-CMODS until their account is reset by Microsoft. Please ensure that the Username and Password are correct when typing them in. It is recommended that you verify your Username and Password with your Microsoft Representative.*

Transmissions Tab (See Fig. B).

View status of transmissions.

- ◆ Hide View Options (See Item 1, Fig. B).
- ◆ Choose which transmissions to view. Maximum file count is 50 (See Item 2, Fig. B).
- ◆ File Type (See Item 3, Fig. B).
 - Sales  This Icon represents a sales file.
 - Inventory  This Icon represents an inventory file.
- ◆ File Transmission (See Item 4, Fig B).
 - Original  Shows when the resend flag column is marked as an 'O'.
 - Append  Shows when the resend flag column is marked as an 'A'.
 - Resend  Shows when the resend flag column is marked as an 'R'.

HIGHLY CONFIDENTIAL


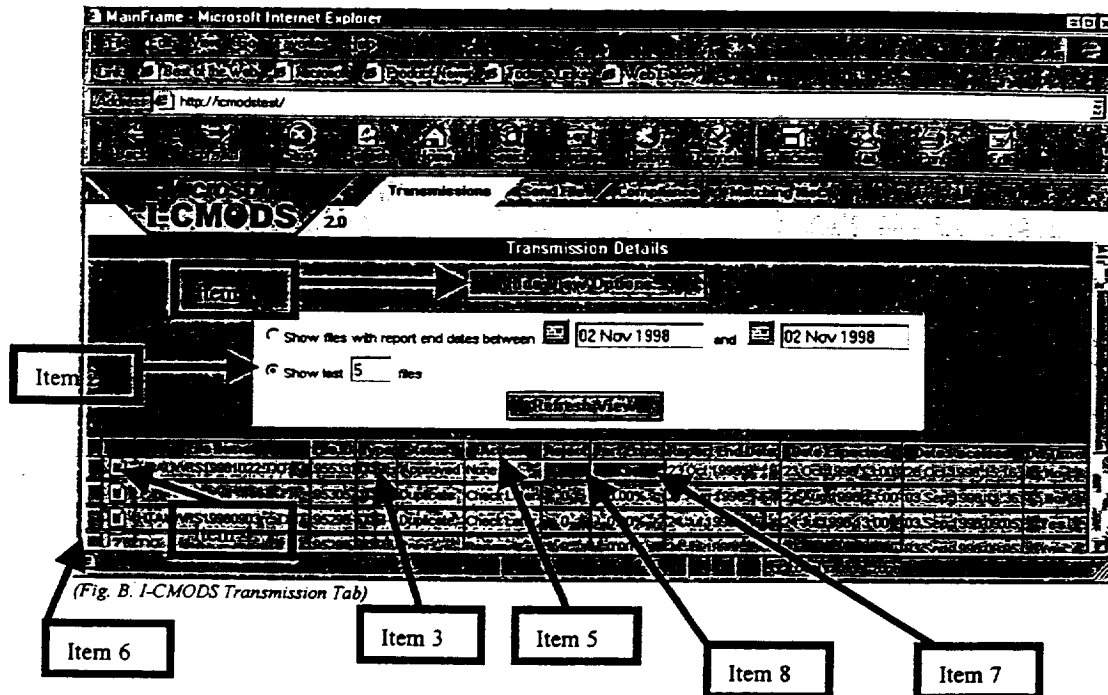
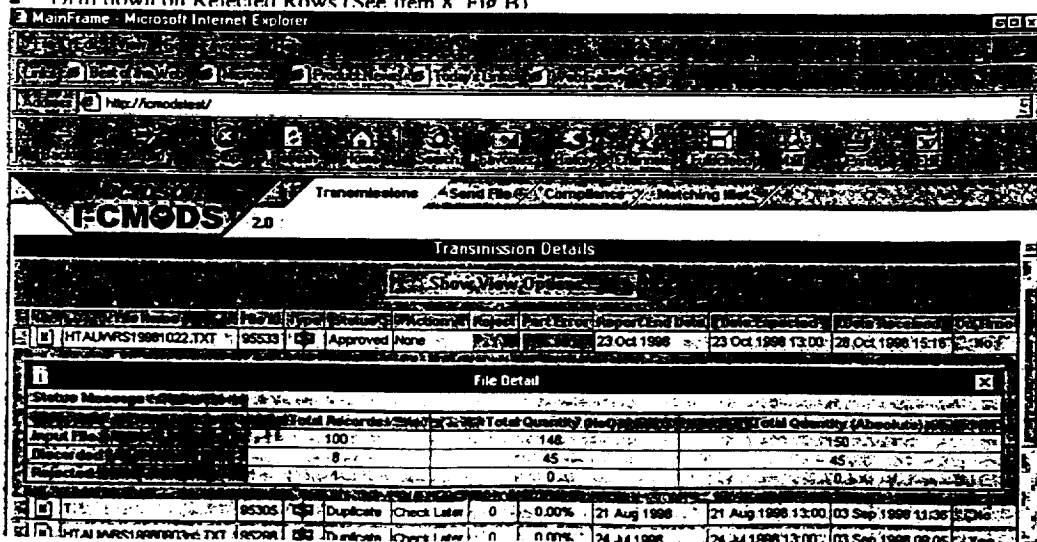
- ◆ **Unknown**  Shows when Microsoft is unable to identify the file originality.
- ◆ Action Required (See Item 5, Fig. B).
 - None = No Action required.
 - Check Later = File has been received successfully but has not been completely processed by Microsoft. Check back later and hit Refresh View to see status.
 - Resend = File resend is required.

Figure B



- ◆ Drill down on file detail (See Item 6, Fig. B).
For more detail See Fig. C, Page 6
- ◆ Drill down on Parts in Error (See Item 7, Fig. B.).
For more detail See Fig. D, Page 7
- ◆ Drill down on Rejected Rows (See Item 8 Fig B)

HIGHLY CONFIDENTIAL

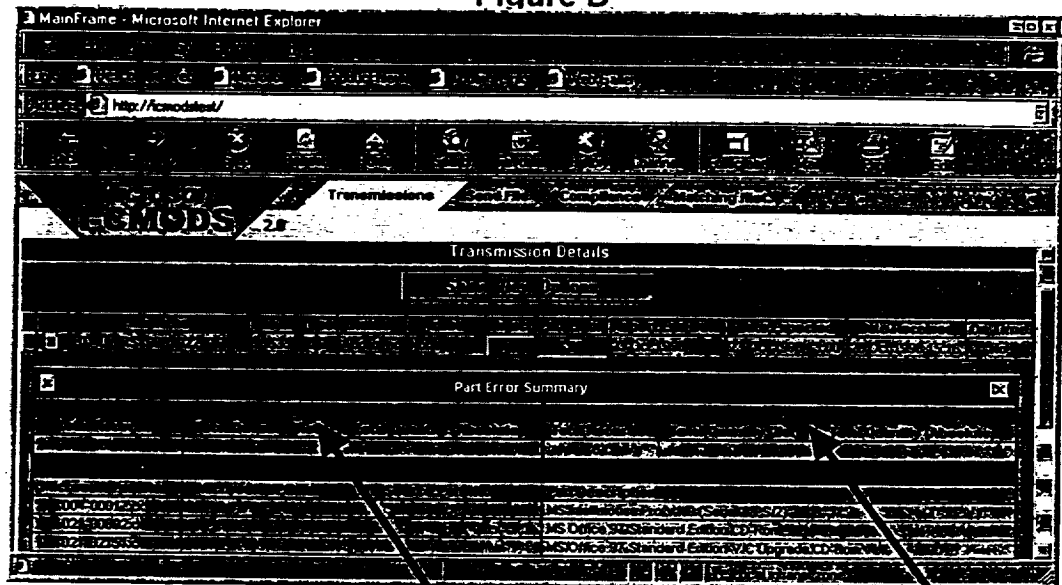


038479

Parts in Error Screen (See Fig. D, Page 7)

- ◆ Parts in Error represent all incorrect part numbers that were reported.
- ◆ *As the parts are matched by a Microsoft Representative the % of parts in error will decrease, but the parts listed will remain in order for the trading partner to view what was reported.*
- ◆ Initial Parts in Error (See Item 11, Fig. D, Page 7) = Parts in error when file was first processed. This number will remain for historic purposes.
- ◆ Current Parts in Error (See Item 12, Fig. D, Page 7) = Current parts in error. When this reads 0 all parts have been matched.

Figure D



(Fig. D. I-CMODS Part in Error Screen)

Item 11

Item 12

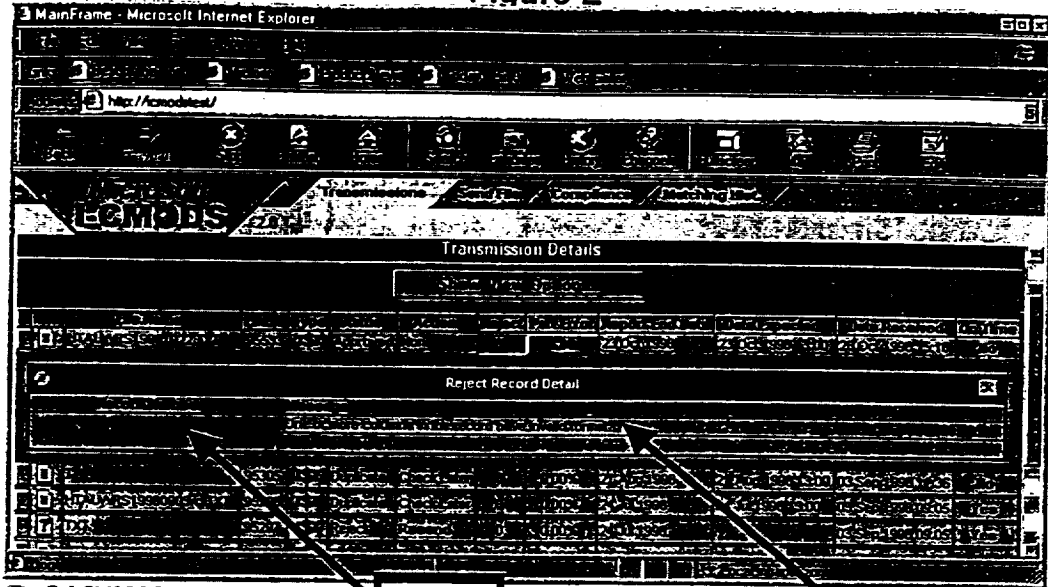
Rejected Records Screen (See Fig. E)

- ◆ Record Number (See Item 13, Fig. E).
 - ◆ Indicates row number of record that has experienced errors.
- ◆ Reject Record Detail (See Item 14, Fig. E).
 - ◆ Gives detailed feedback on error in file.

HIGHLY CONFIDENTIAL

038480

Figure E



(Fig. E. I-CMODS Reject Record Detail)

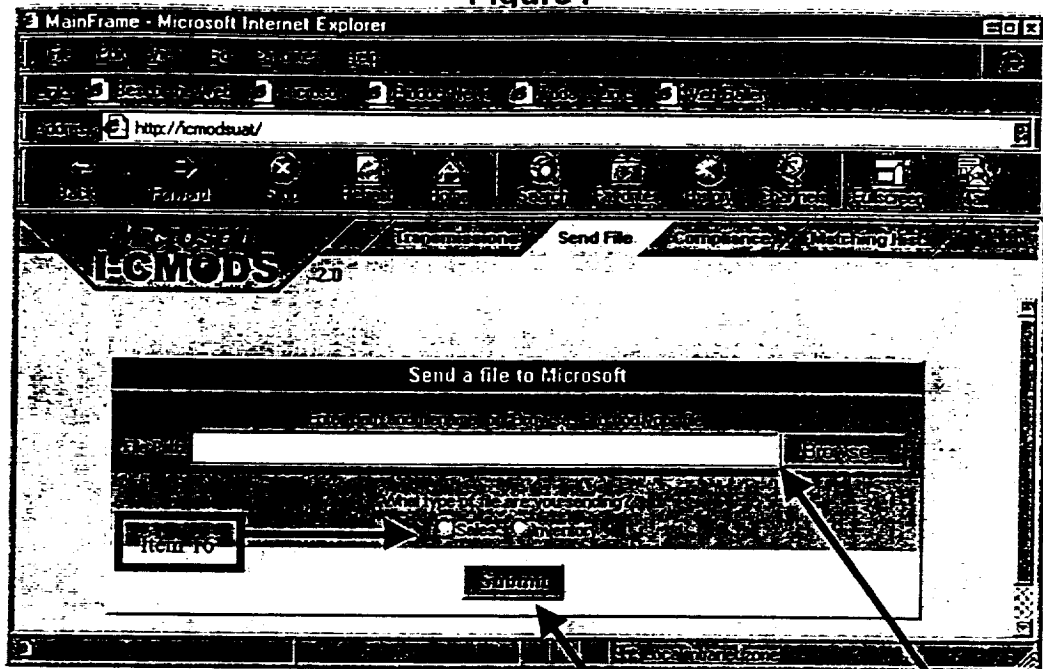
Send File Tab (See Fig. F)

1. Identify File to upload using Browse function (See Item 15, Fig. F) or type in the location.
2. Select Sales or Inventory option (See Item 16, Fig. F).
3. Click on Submit (See Item 17, Fig. F). This will compress and transmit the file to Microsoft.

HIGHLY CONFIDENTIAL

038481

Figure F



(Fig. F. I-CMODS Send Screen)

Item 17

Item 15

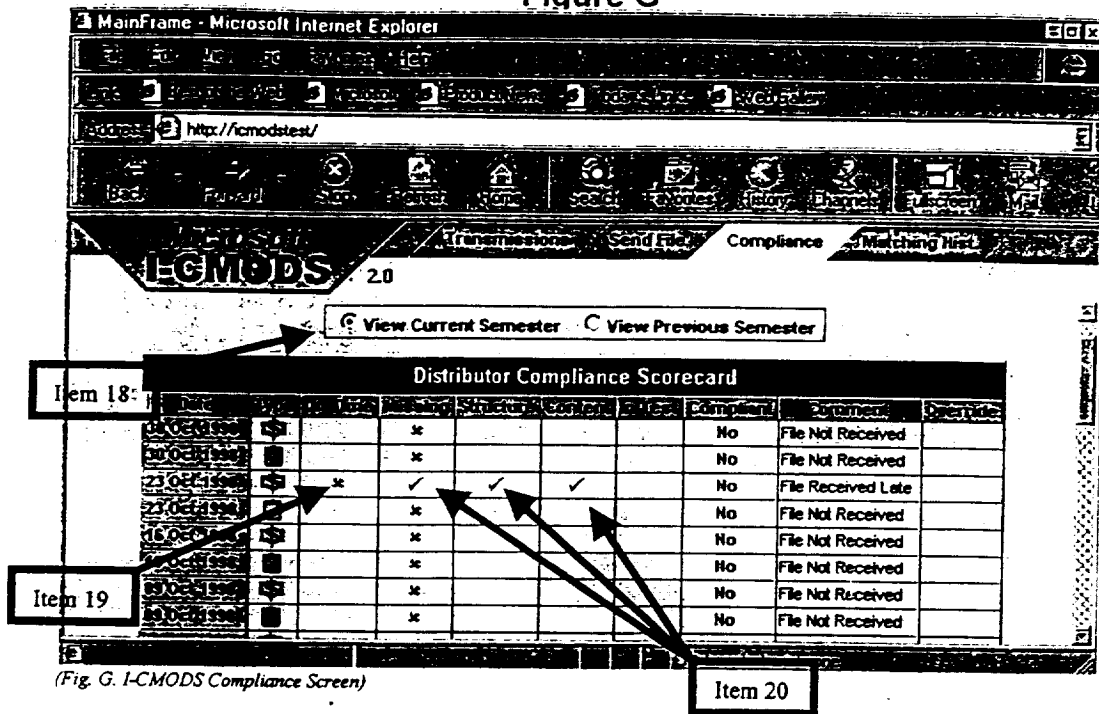
Compliance Tab

- ◆ View compliance strikes that have been applied for Current or Previous semester (See Item 18, Fig. G, Page 9).
 - Compliant = ✓
 - Non Compliant = *
- ◆ Definitions.
 - ◆ On-time = file was received by the reporting deadline.
 - ◆ Missing = file has not been received.
 - ◆ Structure = format of file is compliant to Microsoft template standards.
 - ◆ Content = data in file data is compliant by Microsoft data integrity standards.
 - ◆ In Test = reporting source is in test.
 - ◆ Override = an override of an automatic compliance calculation has been applied.
- ◆ Examples:
 - Compliance Strike (See Item 19, Fig. G, Page 9)
 - A strike was applied because file was late.
 - Compliance OK (See Item 20, Fig G, Page 9)
 - Compliance was marked as acceptable for the Structure, Content and Missing portion of the file.

HIGHLY CONFIDENTIAL

038482

Figure G

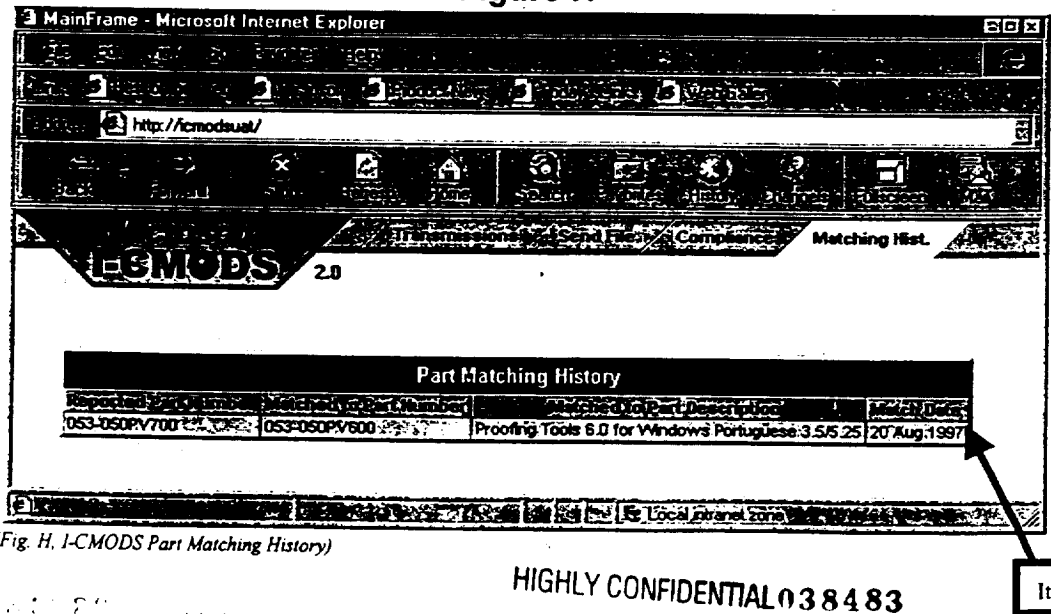


(Fig. G. I-CMODS Compliance Screen)

Matching History Tab (See Fig. H)

- ◆ Shows history of automatic reoccurring matches.
 - ◆ Lists the reported part numbers that will automatically match to the correct Microsoft part number.
- ◆ Match Date. (See Item 22, Fig. H). Lists the date a part number was matched, rather than the report end-date of file.

Figure H



(Fig. H. I-CMODS Part Matching History)

HIGHLY CONFIDENTIAL 038483

Item 22

Reporting Format

Files that are sent to Microsoft via the I-CMODS reporting solution are required to be in a compliant format according to the reporting template. Each template for the sales and inventory files will be sent separately with the I-CMODS Implementation Guide. For questions regarding the reporting template, please contact your Microsoft representative.

Field Definitions

Ship From

Fields used to indicate sales and inventory warehouse locations reported by a Distributor. Also used to indicate sales company headquarters and inventory warehouse locations reported by a Reseller.

Distributor Sales – Refers to warehouse location.
Distributor Inventory – Refers to warehouse location.
Reseller Sales – Refers to company headquarters.
Reseller Inventory – Refers to warehouse location.

Sell From

Fields used to indicate sales store locations and inventory company headquarters reported by a Reseller. Also used to indicate sales and inventory company headquarters reported by a Distributor.

Distributor Sales – Refers to company headquarters.
Distributor Inventory – Refers to company headquarters.
Reseller Sales – Refers to sales location.
Reseller Inventory – Refers to company headquarters.

Bill To

Fields used to indicate customer information to which the sale was billed.

Ship To

Fields used to indicate customer information to which the product was shipped.

The following are a list of common fields that can be reported as Ship From, Sell From, Bill To or Ship To. (Example: Ship From Global Name, Sell From External ID, Ship To Address Line 1, Bill To Tax ID.)

- ◆ Global Name – Trading partner name on the headquarters level.
- ◆ DUNS ID – Dun and Bradstreet identification number for the trading partner at the headquarters level.
- ◆ External ID – Unique identification number assigned by Trading Partner.
- ◆ Tax ID – The Tax Identification Number.
- ◆ Address Line 1 – Street address location.
- ◆ Address Line 2 – Additional address information.
- ◆ City Name – City name of the reported location.
- ◆ State/Province – State name or Province of the reported location.
- ◆ Postal Code – Postal code of the reported location.
- ◆ Phone Number – Area code and phone number of the reported location.
- ◆ Fax Number – Area code and fax number of the reported location.
- ◆ Country Code – Three character code identifying country. (see Appendix A)

The following are fields that are reported separately from Bill To, Ship To, Sell From or Ship From fields.

20000000

HIGHLY CONFIDENTIAL 038484

Source Identifier

- ◆ **Source ID** – Unique Trading Partner identifier assigned by Microsoft.

Sale Originality

- ◆ **Re-send Indicator** – Status of the transmission for the given reporting period:
 - O - Original – First transmission of the given filetype (sales/inventory) for the reporting period.
 - R - Re-send – Any subsequent retransmission of the entire data set sent after the original transmission. File overwrites any previous transmissions for the reporting period.
 - A - Append – An incremental transmission of additional data not contained in an original or resent transmission.

Report End Date

- ◆ **Report End Date** – Friday date that identifies the cutoff of sales/inventory reporting. Date is meant to include any sale made up to midnight Friday night/Saturday morning.
- ◆ **End Date** must be numeric in *yyyymmdd* format. Example May 1, 1998 would translate into 19980501.
 - Monthly Reporters – Date is the last Friday of the Microsoft fiscal calendar.
 - Weekly Reporters – Date is the Friday of the reporting week.
 - Daily Reporters – Date is the Day the files are reported.

Invoice

- ◆ **Invoice Date** – Date sale was made, in the *yyyymmdd* format.
- ◆ **Invoice Number** – Reference or identification number related to Sales invoice.

End User

- ◆ **End User Flag** – Single letter abbreviation, "E", to signify the purchasing customer is an End User. Required only when sale is to an End User.
 - A – Academic – Purchaser is a public or private academic institution purchasing product for use not resale.
 - C – Corporate – Purchaser is a corporation purchasing product for use not resale.
 - G – Government – Purchaser is a local, state or federal government agency purchasing product for use, not resale.

Sales Quantities

- ◆ **Quantities** always refer to packaged quantity units. License packs contained within one product id constitute one unit quantity.
 - Quantity Sold** – Units of Microsoft Product sold/shipped to the customer.
 - Quantity Returned** – Units of Microsoft Product returned by the customer. Should be reported as a positive number.
 - Stock Transferred Out** – Units of Microsoft product that have been transferred between distributor locations or reseller locations.

Sales Revenue

- ◆ **Extended Amount** – Amount of Quantity Sold or Quantity Returned multiplied by Unit Price.
- ◆ **Currency Code** – Currency of reported Extended Amount.

Inventory

- Quantity On Hand** – Units of Microsoft product in physical inventory on the Report End Date. Does not include non-salable or defective product, or product that has been physically relieved for return to vendor.
- Quantity in Float** – Units of Microsoft product that is in intra-company transit from one location (warehouse/store/etc.) to another.

HIGHLY CONFIDENTIAL

038485

Committed Quantity – Units of Microsoft product that are presently allocated or committed to a sales order, but have not yet been relieved from the physical inventory.

On Order Quantity – Units of Microsoft product on order by the Trading Partner, but not yet shipped.

Returns Quantity – Units of Microsoft product that are being returned to the vendor (non-salable, defective, stock balancing, etc.).

Backorder Quantity – Units of Microsoft product that have been ordered by your customers which cannot be fulfilled from your current on-hand quantity.

Microsoft Product Reporting

MS Part Number – Microsoft's manufacturing product identification code

MS UPC – Microsoft's Universal Product Code for MS products.

Source Product ID – The trading partners internal ID for MS product. Each ID must be unique representing only one Microsoft product.

Source Product Description – Concise description of the product id being reported. Should contain product title, version, and media type.

HIGHLY CONFIDENTIAL

038486

Appendix A

<u>CountryCode</u>	<u>Name</u>	<u>CountryCode</u>	<u>Name</u>
AFG	Afghanistan	CRI	Costa Rica
ALB	Albania	CIV	Cote D'ivoire
DZA	Algeria	HRV	Croatia
ASM	American Samoa	CUB	Cuba
AND	Andorra	CYP	Cyprus
AGO	Angola	CZE	Czech Republic
AIA	Anguilla	PRK	Democratic People's Republic of K
ATA	Antarctica	DNK	Denmark
ATG	Antigua and Barbuda	DJI	Djibouti
ARG	Argentina	DMA	Dominica
ARM	Armenia	DOM	Dominican Republic
ABW	Aruba	ECU	Ecuador
AUS	Australia	EGY	Egypt
AUT	Austria	SLV	El Salvador
AZE	Azerbaijan	GNQ	Equatorial Guinea
BHS	Bahamas	ERI	Eritrea
BHR	Bahrain	EST	Estonia
BGD	Bangladesh	ETH	Ethiopia
BRB	Barbados	FLK	Falkland Islands
BLR	Belarus	FRO	Faroe Islands
BEL	Belgium	FJI	Fiji
BLZ	Belize	FIN	Finland
BEN	Benin	FRA	France
BMU	Bermuda	GUF	French Guiana
BTN	Bhutan	PYF	French Polynesia
BOL	Bolivia	ATF	French Southern Territories
BIH	Bosnia and Herzegovina	GAB	Gabon
BWA	Botswana	GMB	Gambia
BVT	Bouvet Island	GAZ	Gaza Strip
BRA	Brazil	GEO	Georgia
IOT	British Indian Ocean Territories	DEU	Germany
BRN	Brunei Darussalam	GHA	Ghana
BGR	Bulgaria	GIB	Gibraltar
BFA	Burkina Faso	GRC	Greece
BDI	Burundi	GRL	Greenland
KHM	Cambodia	GRD	Grenada
CMR	Cameroon	GLP	Guadeloupe
CAN	Canada	GUM	Guam
CPV	Cape Verde	GTM	Guatemala
CYM	Cayman Islands	GIN	Guinea
CAF	Central African Republic	GNB	Guinea-Bissau
TCD	Chad	GUY	Guyana
CHL	Chile	HTI	Haiti
CHN	China	HMD	Heard Island And Mcdonald Islands
CXR	Christmas Island	HND	Honduras
CCK	Cocos Islands	HKG	Hong Kong
COL	Colombia	HUN	Hungary
COM	Comoros	ICL	Iceland
COG	Congo	IND	India
COK	Cook Islands	IDN	Indonesia

HIGHLY CONFIDENTIAL

PP:211

038487

<u>CountryCode</u>	<u>Name</u>	<u>CountryCode</u>	<u>Name</u>
IRN	Iran	NLD	Netherlands
IRQ	Iraq	ANT	Netherlands Antilles
IRL	Ireland	NCL	New Caledonia
IRX	Ireland - Unknown	NZL	New Zealand
ISR	Israel	NIC	Nicaragua
ITA	Italy	NER	Niger
JAM	Jamaica	NGA	Nigeria
JPN	Japan	NIU	Niue
JOR	Jordan	NFK	Norfolk Island
KAZ	Kazakhstan	MNP	Northern Mariana Islands
KEN	Kenya	NOR	Norway
KIR	Kiribati	OMN	Oman
KWT	Kuwait	PAK	Pakistan
KGZ	Kyrgyzstan	PLW	Palau
LNK	L. America Other	PAN	Panama
LAO	Lao Peoples Democratic Repub	PNG	Papua New Guinea
LVA	Latvia	PRY	Paraguay
LBN	Lebanon	PER	Peru
LSO	Lesotho	PHL	Philippines
LBR	Liberia	PCN	Pitcairn
LBY	Libyan Arab Jamahiriya	POL	Poland
LIE	Liechtenstein	PRT	Portugal
LTU	Lithuania	PRI	Puerto Rico
LUX	Luxembourg	QAT	Qatar
MAC	Macau	KOR	Republic of Korea
MKD	Macedonia	REU	Reunion
MDG	Madagascar	ROM	Romania
MWI	Malawi	RUS	Russian Federation
MYS	Malaysia	RWA	Rwanda
MDV	Maidives	SHN	Saint Helena
MLI	Mali	KNA	Saint Kitts and Nevis
MLT	Malta	LCA	Saint Lucia
MHL	Marshall Islands	SPM	Saint Pierre and Miquelon
MTQ	Martinique	VCT	Saint Vincent and The Grenadines
MRT	Mauritania	WSM	Samoa
MUS	Mauritius	SMR	San Marino
MYT	Mayotte	STP	Sao Tome and Principe
MEX	Mexico	SAU	Saudi Arabia
FSM	Micronesia	SEM	Senegal
5MX	Middle East - Unknown	SYC	Seychelles
MDA	Moldova	SLE	Sierra Leone
MCO	Monaco	SGP	Singapore
MNG	Mongolia	SVK	Slovakia
MSR	Montserrat	SVN	Slovenia
MAR	Morocco	SLB	Solomon Islands
MOZ	Mozambique	SLM	Somalia
MMR	Myanmar	ZAF	South Africa
5NX	N. America Other	SGS	South Georgia and Sandwich Islan
NAM	Namibia	ESP	Spain
NRU	Nauru	LKA	Sri Lanka
NPL	Nepal	SDN	Sudan

572220

HIGHLY CONFIDENTIAL

038488

<u>CountryCode</u>	<u>Name</u>
SUR	Suriname
SJM	Svalbard and Jan Mayen
SWZ	Swaziland
SWE	Sweden
CHE	Switzerland
SYR	Syrian Arab Republic
TWN	Taiwan
TJK	Tajikistan
TZA	Tanzania
THA	Thailand
TGO	Togo
TKL	Tokelau
TON	Tonga
TTO	Trinidad and Tobago
TUN	Tunisia
TUR	Turkey
TKM	Turkmenistan
TCA	Turks and Caicos Islands
TUV	Tuvalu
UGA	Uganda
UKR	Ukraine
ARE	United Arab Emirates
GBR	United Kingdom
USA	United States
UMI	United States Minor Outlying Islands
URY	Uruguay
UZB	Uzbekistan
VUT	Vanuatu
VAT	Vatican City State
VEN	Venezuela
VNM	Vietnam
VGB	Virgin Islands (British)
VIR	Virgin Islands (U.S.)
WLF	Wallis And Futuna Islands
WBK	West Bank
ESH	Western Sahara
YEM	Yemen
YUG	Yugoslavia
ZAR	Zaire
ZMB	Zambia
ZWE	Zimbabwe

HIGHLY CONFIDENTIAL

038489

Universal Distributor

Inventory Template

Highlighted fields are those that are required worldwide.

Additional fields will become required based on individual subsidiary's reporting requirements.
ALL fields must be included in the report, whether they are required or not.

Required/Optional	FieldName	Description	Match/Report	Field Type
Required	Sell From External Name	Company Name	80	Text
Optional	Sell From External ID	Unique identification number assigned by the trading partner	20	Text
Optional	Ship From Address Line 1	Warehouse address information	80	Text
Optional	Ship From Address Line 2	Warehouse additional address information	80	Text
Optional	Ship From City Name	Warehouse city name	80	Text
Optional	Ship From State/Province	State or Province for the reported warehouse	80	Text
Optional	Ship From Postal Code	Postal Code of the reported warehouse	20	Text
Required	MS Part Number	Microsoft Part Number	12	Text
Optional	Source Product ID	Trading Partner's Part Number	30	Text
Optional	Quantity In Float	Quantity that is in intra-company transit from one location to another.	N/A	Integer
Optional	Committed Quantity	Quantity that has been committed to a sales order, but has not been relieved from physical inventory.	N/A	Integer
Optional	On Order Quantity	Quantity on order by the trading partner but has not yet been shipped.	N/A	Integer
Optional	Returns Quantity	Units that are being returned to Microsoft. (Must be reported as a positive number.)	N/A	Integer
Optional	Backorder Quantity	Quantity that has been ordered by your customer that cannot be fulfilled with current on-hand quantity.	N/A	Integer

- * "Sell From" refers to the Company Headquarters
- * "Ship From" refers to the warehouse location

HIGHLY CONFIDENTIAL

038490

**Universal Distributor Sales
Template**

Highlighted fields are those that are required worldwide.

Additional fields will become required based on individual subsidiary's reporting requirements.
ALL fields must be included in the report, whether they are required or not.

Required/Optional	Field Name	Description	Max. Char Length	Field Type
Required	Sales From Global Name	Distributor Name	80	Text
Required	Source ID	Unique trading partner identifier assigned by Microsoft	8	Text
Required	Resend Indicator	Reattempt file originally, 00 = Success, 01 = Append file (Resend)	1	Text
Required	Report End Date	Provides reporting period covered in transmission in YYYYMMDD format (must include time data)	8	Date
Optional	Ship From Global Name	Warehouse location name	80	Text
Optional	Ship From External ID	Unique identification number assigned by the trading partner	8	Text
Optional	Ship From Address Line 1	Warehouse address information	80	Text
Optional	Ship From Address Line 2	Warehouse additional address information	80	Text
Optional	Ship From City Name	Warehouse city name	80	Text
Optional	Ship From State/Province	State or Province for the reported warehouse	80	Text
Optional	Ship From Postal Code	Postal Code of the reported warehouse	20	Text
Optional	Ship From Country Name	Country Name of the reported warehouse	70	Text
Required	Ship To Global Name	Name of Customer purchasing the product	80	Text
Optional	Ship To Tax ID	Purchasing customer's Tax ID.	34	Text
Optional	Ship To External ID	Trading Partner's unique number identifying the purchasing customer	20	Text
Required	Ship To Address Line 1	Purchasing customer's address information	80	Text
Optional	Ship To Address Line 2	Purchasing customer's additional address information	80	Text
Optional	Ship To Address Line 3	Purchasing customer's additional address information	80	Text
Required	Ship To City Name	Purchasing customer's city name	80	Text
Optional	Ship To State /Province	Purchasing customer's state/province	80	Text
Optional	Ship To Postal Code	Purchasing customer's postal code	20	Text
Required	Ship To Country Name	Purchasing customer's country name	70	Text
Optional	Invoice Date	Date sale was made, in YYYYMMDD format.	8	Date
Optional	Invoice Number	Reference Number related to sales invoice	30	Text
Optional	Source Product ID	Trading Partner's Part Number	30	Text
Required	Source Product Description	Trading Partner's Part Description	80	Text
Required	Quantity Sold	Number of units sold by the trading partner	N/A	Integer
Required	Quantity Returned	Quantity returned from the trading partner (reported as a positive number)	N/A	Integer
Optional	Stock Transferred Out	Quantity transferred intra-company (between warehouse locations)	N/A	Integer
Required	Extended Amount	Amount of Quantity Sold or Quantity Returned multiplied by unit price	N/A	Float/Decimal
Optional	Currency Code	Currency of reported Extended Amount	3	Text

* "Sell From" refers to the Company Headquarters
* "Ship From" refers to the warehouse location

038491

HIGHLY CONFIDENTIAL

Authorized Replicator Directory

MSLI Authorized Replicators serve in designated territories. The following table lists the territories in which each Authorized Replicator may provide Microsoft media and documentation for Microsoft OEM System Builder Product. Authorized Replicators may not distribute outside of their designated territory.

Geography	Authorized Replicator
North America: United States and Canada	Logistix Nimbus CD International, Inc. Quebecor Integrated Media
Central Europe Eastern Europe Northern Europe Southern Europe	Buhl Data Service GmbH IPC Communication Services Thomson Litho Limited Sykes International, Inc. Modus Media International PMD Computertechnik, GmbH (dba Quebecor) Sonopress
Far East: Japan, South Korea, Hong Kong, Taiwan Peoples Republic of China	Jeong Moon Information Company Sunny Printing Shin Shin Ltd. Modus Media International
APAC: Singapore, Thailand, Philippines, Indonesia, Vietnam, Malaysia	Logistix International Press Company Modus Media International IRC
Australia/NZ	KAO Infosystems (Columbia Pelikan) Modus Media International
Southeast Asia Malaysia, Thailand, Vietnam, Indonesia, Philippines, Singapore	International Press Company Modus Media International
AIME: Africa, India and Middle East	Repro Press Inc (India) Yellow Brick (Dubai) Vector Engineering & Technologies (Israel) Arkadas Press (Turkey) Middle East Media (Egypt) Creda Press (South Africa)
Latin America:	Bandeirantes Indústria Gráfica MMI Mexico (Laboratório Lito Color) Sonopress (Mexico & Argentina) Logistix (Miami) Quebecor

HIGHLY CONFIDENTIAL

038492

Arkadas-Adas Co. Ltd

Turkey

ARKADAS - ADAS Co. Ltd.

Mithatpasa CAD. 28/A-C-D

Yenisehir

Ankara

Turkey

Contact: Mr. Cumhuri Ozdemir or Ender Emiroglu

Tel: 90-312-434-4624

Fax: 90-312-435-6057

E-mail: cumhuro@arkadas.com.tr

E-mail: endere@arkadas.com.tr

Bandeirante Gráfica e Editora

Latin America

Brazil Office

Bandeirantes Indústria Gráfica

Rua Prof. Rubião Meira, 50

CEP 09890-430

São Bernardo do Campo SP

Brazil

Contact: Mr. Mario Cesar M. Camargo or

Cleo de Souza

Tel: 55-11-759-8400

Fax: 55-11-759-8787

E-mail: diretoria@grafbandeirantes.com.br

Buhl Data Service GmbH

Territory Served: Europe

Germany Locations

Buhl Data Service GmbH

Am Siebertsweiher 3/5

57290 Neunkirchen

Germany

Contact: Mr. Peter Glowick

Tel: +49-(0)2735-776-150

Fax: +49-(0)2735-776-190

Email: PGLOWICK@buhl-data.com

Contact: Roland Ollek

Tel: +49-(0)2735-776-163

Fax: +49-(0)2735-776-190

E-mail: OLLEK@buhl-data.com

Contact: Jürgen Glowick

Tel: +49-(0)2735-776-153

Fax: +49-(0)2735-776-190

E-mail: JGLOWICK@buhl-data.com

Contact: Silvia Hombach

Tel: +49-(0)2735-776-169

Fax: +49-(0)2735-776-190

E-mail: SilviaHo@buhl-data.com

Contact: Jens Klöckner

Tel: +49-(0)2735-776-165

Fax: +49-(0)2735-776-190

E-mail: KLOECKNER@buhl-data.com

Creda Communications Fulfillment

Territory Served: Africa

Creda Press

P.O. Box 37104

Unit 2

Chempet Montague Gardens Industrial Park

Montague Gardens

Capetown, South Africa 7442

Contact: Elizabeth Bester

Contact: Peter Theunissen

Tel: 27-21 54-9700

Fax: 27-21 54 8115 / 1

E-mail: elizabeth@creda.co.za

E-mail: peter@creda.co.za

E-mail: wendy@creda.co.za

International Press. Co. (Pte.)Ltd.

Territory Served: Asia Pacific Region & AIME Region

Singapore Office

International Press Co. (Pte.) Ltd.

26 Kallang Avenue

Singapore 339417

Contact: Mr. Gerard Ng

Tel: (65) 298-3800

Fax: (65) 297-1668

E-mail: gng@intlpress.com.Sg

IPC Communication Services

Territory Served: Europe

France Office

IPC Communication Services

Parc du Lion

Allee des Trois Lions

59223 Roncq

France

Contact: Laurent Belverge

Tel: 33-20-69-98-98

Fax: 33-20-03-30-38

Email: laurent.belverge@ccmgatew.ipcici.fr

IRC

Royal City Avenue
 23/106-108 Block G Soi Soonvijai
 Bangkok, Huay-Kwang
 Bangkok, 10320 Thailand
 contact: Dhanawud Suwanhiran
 Tel: 662 203 3026
 Fax: 662 921 8802
 Email: dhanawud@irc.co.th

Jeong Moon Information Co.

Territory Served: APAC Region & Far East

Korea Office

Jeong Moon Information Co., Ltd.
 122-5 Young Cheon-Ri, Dong Tan-Myeon
 Hwa Seong-Gun, Kyeong Gi-Do,
 Korea, 137-130
 Contact: JaeYoon Kim
 Tel: 82-339-379-9146
 82-339-376-9672
 Fax: 82-339-376-9458
 Mobile Phone: 82-18-368-6222
 E-mail: jmiedi@elim.net

Japan Office

JMI Japan Co., Ltd.
 5F. Kudan Daiwa Bldg. 1-12-15 Iidabashi,
 Chiyoda-Ku,
 Tokyo 102-0072,
 Japan
 Contact: Kwang Ho Choo & Daniel Kang
 Tel: 81-3-3230-4288
 Fax: 81-3-3230-9251
 Email: jmijchoo@magical.egg.or.jp

Logistix

Territory Served: North America

USA Office

Logistix
 850 SW 7th Street
 Suite 100
 Renton, WA 98055
 Contact: Ken Tradewell
 Tel: (425) 430-4703
 Fax: (800) 646-4690
 Email: ktradewell@logistix.com

Logistix

8 Harris Court, Bldg A
 Monterey, CA 93940
 Contact: Ron Enneking/Samantha Garrison
 Tel: 408-644-7449
 Fax: 408-644-7494
 Email: renneking@logistix.com
 Email: sgarrison@logistix.com

Logistix

2530 Fairway Park Drive
 Houston, TX 77092
 Contact: Blain Smolik
 Tel: 713-681-6884
 Fax: 713-681-4592
 Email: bsmolik@logistix.com

Logistix

48021 Warm Springs Blvd.
 Fremont, CA 94539
 Contact: Venkataraman Srinivasan (Srin)
 Tel: 510-498-2671
 Fax: 510-438-9486
 Email: [srini@logistix.com](mailto:srin@logistix.com)

Logistix

600 Charter Oak Ranch Road
 Fountain, CO 80817
 Contact: John Pretty
 Tel: 719-382-4215
 Fax: 719-382-4200
 Email: jpretty@logistix.com

Logistix

9124 Elkmont Way
 Elk Grove, CA 95624
 Contact: Dave Koontz
 Tel: 916-686-3974
 Fax: 916-686-3900
 Email: dkoontz@logistix.com

Latin America & Caribbean Office

Logistix Latin America
 8501 Northwest 17th St. Suite 129
 Miami, FL 33126
 Contact: Nelson Penalver
 Tel: 305-471-0052
 Fax: 305-593-5502
 Email: npenalver@logistix.com

Mexico Office

Logistix Mexico S.A. de CV
 Av. Vallarta #6503, B-1 Tercera Seccion (Concentro)
 Ciudad Granja, Zapopan; Jalisco
 Contact: Raul Manrique

038494

Tel: 52-3-110-01-54
Fax: 52-3-110-02-82
Email: Rmanriq@acnetedl.net

Brazil Office

Logistix do Brasil Ltda
Rua Vanderlei, 939 Perdizes
Sao Paulo - Brasil
CEP: 05011-001
Contact: Marco Zapparoli
Tel: 5511-367-51204
Fax: 5511-387-33033
Email: marco_zapparoli@sbcontent.com
(mzapparoli@logistix.com)

Ireland Offices

Logistix Ireland, LTD.

Unit 5
Annacotty Industrial Estate
Co. Limerick Ireland
Contact: Ed Davis
Tel: 011-353-1-808-4604
Fax: 011-353-1-808-4642
Email: edavis@logistix.com

Logistix Ireland, LTD.

Unit 95
Newtown Industrial Estate, Clonshaugh
Dublin 17, Ireland
Contact: Ed Davis
Tel: 011-353-1-808-4604
Fax: 011-353-1-808-4642
Email: edavis@logistix.com

Singapore Office

Logistix Singapore
Supply Chain Management Pte Ltd
50 Tagore Lane #02-01/06
Singapore 747494
Contact: Eddie Siah
Tel: 65-451-0330
Fax: 65-451-0220
Email: esiah@logistix.com

Taiwan Office

Logistix Taiwan
5F, No. 136, Sec. 3
Nanking E. Rd.
Taipei, Taiwan, 104
Contact: Simon Teng
Tel: 886-2-8773-9188
Fax: 886-2-8773-9144
E-mail: steng@logistix.com

Microsoft

Microsoft OEM Distributor Customer Service Guide, April 1999

China Office

Logistix China
Xin Tang District, Hou Jie Town
Dong Guan City
Guang Dong China
Contact: Vivia Tseng
Tel: 86-769-5911429
Fax: 86-769-5911439
Email: vtseng@logistix.com

Middle East Media

Territory Served: Egypt
Cairo Office
Middle East Media
35 Mohamed Ali El Bokli
Villa no. 1
Off El Hegaz St.
Heliopolis Square
Heliopolis
EGYPT
Contact: Hesham Ragab
Tel: 011-202 - 244-6999
Fax: 011-202 - 266-5322
E-mail: imcme@starnet.com.eg

Territory Served: **Mexico**

RR Donnelly de Mexico
Laboratorio Lito Color
Avenida Central #235
Zona Industrial Valle de Oro
76802 San Juan del Rio, Queretaro
Mexico
Contact: Mary Carmen Hernandez
Tel: 011-52-427-19237
Fax: 011-52-427-27557
E-mail: Carmen.Hernandez@rrd.com
E-mail: David.Gonzalez@rrd.com

Modus Media International, Inc.

Australia
Modus Media International Inc
165 Mitchell Road
Alexandria, NSW 2015
Australia
Contact: Robert Flood
Tel: (612) 9565-6000
Fax: (612) 9519-7998
E-mail: robert_flood@modusmedia.com

Korea

Modus Media International Inc.
750-8, Komari-ri, Keyheung-ub
Yongin-City, Kyungki-do,

HIGHLY CONFIDENTIAL

038495

27

Korea 449-900
Contact : YeonJu Lee
Tel: 82-331-284-6114(ext. 112)
Fax: 82-331-284-6119
E-mail: YeonJu_Lee@modusmedia.co.kr

Singapore

Modus Media International Inc.
51 Ubi Ave. 3
Singapore 408858
Singapore
Contact: Granville Tan
Tel: (65) 740 0900
Fax: (65) 740 4468
Email: granville_tan@modusmedia.com

Europe

Stream International Netherlands
Curacao 42
7327 GM Apeldoorn
The Netherlands
Contact: Christie Eykelkamp
Tel: 31-55-43-4597
Email: Christie_Eykelkamp@modusmedia

Japan

Modus Media Japan K.K.
C/O Nippon Express Co., Ltd Ebina Logistics Branch
1031 Kawaraguchi
Ebina-shi
Kanagawa
Japan
Contact: Shigeo Takeuchi
Tel: +81-462-34-5086
FAX: +81-462-34-5024
Email: shigeo_takeuchi@modusmedia.co.jp

Ireland

Modus Media International Ireland
Monasterevin Road,
Co. Kildare, Ireland
Contact: Helen Meehan
Tel: 353-45-52730
Fax: 353-45-527200
Email: Helen.Meehan@modusmedia.com

France

Media International France
11, Avenue Buffon
45065 Orleans Cedex 2
France
Contact: Carol-Lynn.Schoentag
Tel: 33-2-38-494200
Fax: 33-2-38-494170
Email: Carol-Lynn.Schoentag@modusmedia.com

Microsoft OEM Distributor Customer Service Guide, April 1999

Modus Media International UK Cumbernauld
6 Grayhill Road
Westerfield Industrial Estate, Westerfield
Cumbernauld G68 9HQ UK
Contact: Erica Scott
Tel: 44-1-236-456-123
Fax: 44-236-458-524
Email: Lorcan_Sheehan@modusmedia.com

Taiwan

Modus Media International Inc.
4F-8, No.351 Chungshan Road Section2, Chung Ho 23522,
Taipei
Taiwan, R.O.C.
Tel:886-2-3234-9588 ext 363
Fax:886-2-3234-8494
Contact: Jessie Li
Email: jessie_li@modusmedia.com

China

Donnelley Bright Sun Printing. Ltd
We He Da Dao Bantian Ind. Zone
Shenzhen, 518129
PRC
Tel: 86 0755 889 4655
Fax: 86 0755 889 4777
Contact: QuanZhong Yang (AR coordinator)
Email: szvangqz@public.szptt.net.cn
Contact: Mr. Lim (Country Manager)

Nimbus Information Systems

Territory Served: North America USA Office
Nimbus Information Systems
10310 Winstead Court
Woodstock, MD 21163
Contact: Christopher M. Manzione
Tel: (888) 750-2370
Fax: (410) 750-1940
Email: cmanzione@nimbuscd.com

Nimbus Information Systems Ruckersville
623 Welsh Run Road
Ruckersville, VA 22968
Contact: Danielle Carr
Tel: (800) 782-0778 x337
Fax: (804) 985-4692
Email: dcarr@nimbuscd.com

HIGHLY CONFIDENTIAL

038496

Quebecor Integrated Media

Territory Served: North America/Europe

USA Offices

Quebecor Integrated Media

4918 20th Street East

Fife, WA 98424

Contact: Robert Landis

Tel: (800) 451-5742

Tel: (253) 926-9461

Fax: (253) 926-9391

Email: robert@quebim.com

Quebecor Integrated Media

One Sassacus Drive

Westborough, MA 01581

Contact: Bill Moreland

Tel: (800) 227-6197

Tel: (508) 616-0099

Fax: (508) 616-0270

Germany Location

Alter Hellweg 72

D-44379 Dortmund 70

Germany

Contact: Stefan Becker

Tel: 49-231-96106043

E-mail: Stefan@quebim.com

Contact: Christian Eckle

Tel: 49-231-96106017

Operations Desk: 49-231-9610600

Fax: 49-231-9610609

E-mail: christianE@quebim.com

Repro India Limited

Territory Served: India

India Office

Repro India Limited

A-2, 250, Shah & Nadar Industrial Estate

Dhanraj Mill Compound, Lower Parel

Bombay, 400-013

India

Contact: Mr. Vinod Vohra or Srihari Raghavan

Tel: 91-22-492-9538

Fax: 91-22-493-0154

E-mail: repro@bom2.vsnl.net.in

hari@reproindialtd.com

deepa-ramesh@yahoo.com

Repro India Limited

Factory Plot 50/2, TTC Indl. Area, MIDC

Mahape, New Bombay 400 702

India

Contact: Rajeev Vohra

Tel: 91-22-767-1337

Fax: 91-22-767-0210

Shin Shin Co. Ltd

Territory Served: Japan

Shin Shin Co. Ltd

Tomozuna Bldg. 2F

17-22, Mita 2-chome, Minato-Ku

Tokyo, 108-8325

Japan

Contact: Ms. Naoko Kodama-Account Manager

Tel: 813-3453-0993

Fax: 813-3453-0994

Email: naoko.kodama@ss.ssnet.co.jp

HIGHLY CONFIDENTIAL

Sonopress/Bertelsmann Documentation Services

Germany

Sonopress

Carl-Bertelsmann-Strasse 161 F
33311 Gutersloh
Germany

Contact: Kelvin White

E-mail: kelvin.white@bertelsmann.de

Tel: 49-5241-80-3521

Fax: ++49-5241-80-9656

Contact: Andreas Walter

E-mail: andreas.walter@bertelsmann.de

Tel: 49-5241-80-5775

Fax: ++49-5241-80-9656

Ireland

Sonopress Ireland Ltd.

Swords Business Park

Swords

Co. Dublin

Ireland

Contact: Alan Crean

Tel: 353-1-841-4655

Fax: 353-1-841-4653

Spain

Sonopress Ibermemory, S.A.

Avenida De Fuentemar, 35

Poligono Industrial de Coslada

28820 Madrid

Spain

Contact: Alberto G. Obregón

Tel: 34-1-669-9212

Fax: 34-1-671-4176

France

Sonopress France

1 bis rue d'Aguesseau

75008 Paris

France

Contact: Hertha Bornholdt

Tel: 33-1-5343-8232

Fax: 33-1-5343-8233

Italy

BMG Ricordi Spa.

Via Vittoria Colonna, 23

20149 Milan

Italy

Contact: Marco Vecchi

Tel: 39-2-481-9209

Fax: 39-2-463-793

Great Britain

Sonopress (UK) Ltd.

Kings Hills Business Park

Darlaston Road

Wednesbury WS10 7SH

Great Britain

Contact: Patrick Fleming

Tel: 44-121-502-7800

Fax: 44-121-502-7811

Mexico

Sonopress Mexico

Una division de BMG

Entertainment Mexico S.A. de C.V.

Av. Cuiclahuac 2519

Mexico, DF 02870

Contact: Andrés González or Maria Alicia Calzado

Tel: 52-5-342-0861

Fax: 52-5-341-8197

andres@sonopress.com.mx

mariaac@sonopress.com.mx

South America-Brazil

Sonopress Rimo

Indústria e Comércio Fonográfica Ltda.

Rua Dr. Edgar Teotônio Santana, 351

Barra Funda

São Paulo CEP 01140-303

Brazil

Contact: Adriana Neves or Leonardo Wellisch

Tel: 55-11-861-3399

Fax: 55-11-861-3364

leowbb@ibm.net

adrinev@IBM.Net

Argentina

Sonopress Rimo Argentina S/A

Avellaneda Mario Bravo, 825/837

Bueno Aires

Argentina

Contact: Roberto Martin or Diego Herrera

Tel: 5411-4208-9073

Fax: 5411-4209-7937

diego@ibm.net

APAC/Hong Kong

Sonopress Pan Asia

No. 9 Dai Hei Street

Tai Po Industrial Estate

Tai Po, New Territories

Hong Kong

Primary Contact: Ellen Ng

Tel: 852-2663-1000 (Direct)

Fax: 852-2662-0277 (Direct)

Email: nellen@sohk.com

Secondary Contact: William Wan
Tel: 852-2665-0101
Fax: 852-2665-3173
Email: william@sohk.com

Sunny Printing (Int.) Co. Ltd.
Territory Served: Far East/APAC

Hong Kong Office
Sunny Printing (Int.) Co. Ltd.
Rm 1601, 16F, Chai Wan Industrial City Phase I
60 Wing Tai Road, Chai Wan
Hong Kong
Contact: Albert T.W. Chan
Tel: (852) 2557-8663 or 2557 9473
Fax: (852) 2889-8070
Email: sunnyint@hkstar.com

Sykes Enterprises, Intl.

France Office
McQueen International,
Sykes/McQueen France
Inc ZAC du Pont Blanc
26-28, Rue Henri Becquerel
93275 Sevran Cedex, France
Contact: Mr. Ruan Rossi
Tel: 33-1-49-36-53-46
Fax: 33-1-49-365-333
Email: ruan.rossi@sev.fr.sykes.com

McQueen International, Inc
Netherdale
Nether Road
Galashiels, Scotland, TD1 3HE
Contact: Brian Jones
Email: brian.jones@mcqueen.com
Tel: 44 1896 754866
Fax: 44 1896 757786
Email: brian.jones@gala.uk.sykes.com

Tatung Electronics Company
Territory Served: Far East Region & APAC Region

Taiwan Office
Tatung Electronics Company
22 Chungshan N. Rd., 3rd Sec.
Taipei, Taiwan, 104,
R.O.C.
Contact: R.H. Wu
TEL 886-2-25915266 ext 4592 or
886 2-2-2598 ext 4592
FAX 886-2-25957606
Email: rhwu@0393apnt1.tatung.com.tw

Thomson Litho
Scotland Office
Thomson Litho
10-16 Colvilles Place
Kelvin Industrial Estate
East Kilbride, Glasgow G75 OSN
Scotland
Contact: Hazel Howie:
Jennifer Queen:
Tel: 44-1355-572-154,
Email: JQueen@tlitho.co.uk
Allan Robertson
Email: arobertson@tlitho.co.uk
Tel: 44-1355-233081 General number
Fax: 44-1355-572-183

Vector Engineering & Technologies

Territory Served: Israel
Vector Engineering & Technologies
6 Reines Street
Tel-Aviv, 64381 Israel
Mr. Y Tom Shani or Eli Benitah
Tel: 972-3-52-49256
Fax: 972-3-52-49271
Toms@vector.co.il
elib@vector.co.il

Yellow Brick Distribution
Territory Served: Middle East
Yellow Brick Distribution
P.O. 24554
Dubai
United Arab Emirates
Tel. + 9714 -824-900
Fax. + 9714 -821-825
Contact: Sonja Ohly
Email: sonjao@emirates.net.ae

Microsoft OEM Hardware Products Customer Service Guide

To Our OEM Hardware Distributor Customers:

The Worldwide OEM Hardware Distributor Customer Service Guide is a reference document to assist you in ordering products and receiving customer service from our regional Customer Service Centers worldwide. The Customer Service Guide has 4 main sections:

- Section 1: Product Ordering Guide
- Section 2: Sending Payments to Microsoft Licensing Inc.
- Section 3: Returning Merchandise
- Section 4: Replacing Defective Hardware Products for your Customers
- Section 5: Forms

Please contact your Worldwide Customer Service Center (UPS Worldwide Logistics) or your Microsoft OEM Sales Account Manager regarding any questions you have about this guide, placing orders, or our customer service.

We look forward to serving you.

Product Ordering Guide

Forecasting Your Needs

- ⇒ In order to ensure that we have adequate supplies of the products that you will need, it is to your benefit to provide a rolling 6-month hardware forecast. Your forecast should be given to your Microsoft OEM Sale Account Manager monthly, and must be specific, detailing the anticipated quantities you will need each month, for every part number you expect to buy. It is assumed that the forecast accurately reflects your expected needs. Hardware is built and deployed based on forecasts from our customers. Inaccurate forecasting increases the chance that the hardware you require will not be in stock when you need it.

Order & Confirmation Procedure

- ▲ Please complete your company Purchase Order (PO) or the **Microsoft Licensing Inc. OEM Hardware Purchase Order Form (Form OEM-CSG-03)** located in the **Forms** section of this guide, and submit it to the designated Customer Service Center listed at the end of this section for processing.
 - ▲ The Incoterms for all shipments is "Ex-Works".
 - ▲ In the "Shipment Method" sections specify the carrier or forwarder.
 - ▲ U.S. and Canadian customers have the option of requesting Yellow Freight "freight collect" at Microsoft Licensing Inc. rates.
 - ▲ **IMPORTANT NEW POLICY – You must arrange for shipping of your order promptly. If your freight carrier fails to take delivery of your order within two (2) business days, MSLJ reserves the right to either cancel your order or arrange and dispatch shipment of your order to you at your expense.**
- ▲ If you are a designated prepaid customer for hardware orders, or you submit payment via letter credit, please follow the instructions in the section of this guide entitled **Sending Payment to Microsoft Licensing Inc.** to submit payment for your orders. Please note that prepayment must be received by Microsoft Licensing Inc. OEM Finance before your Customer Service Center will be authorized to release shipment of your order.
- ▲ The Customer Service Center representatives will check all purchase orders for completeness, and confirm your order via fax within **24 hours** of the time the order is submitted.
- ▲ Make sure you specify in your PO the fax number to use for this confirmation. If you have not received confirmation of your order within **24 hours**, please contact your Customer Service Center representative.
- ▲ **Please Note:** If you have any questions or concerns completing the PO, please contact your Microsoft Licensing Inc. Customer Service Center representative for assistance.
- ▲ You must supply your customer number and agreement number on the PO.

Changing or Canceling an Order

- ⇒ Please note that your Customer Service Representative must receive all changes and cancellations in writing.

Procedure:

HIGHLY CONFIDENTIAL

038501

- ▲ Please fax your revised purchase order, or order cancellation notification to your Customer Service Representative.
- ▲ Please be sure to specify the Purchase Order Number and/or the Order Reference Number shown on the order confirmation fax received from your Customer Service Representative.

Establishing an OEM Hardware Credit Limit with Microsoft Licensing Inc.

- ▲ Please complete the *Microsoft Licensing Inc. Credit Application, (Form OEM-CSG-002)* provided in the **Forms** section of this guide, and submit it to your Microsoft OEM Sales Account Manager.
- ▲ Once Microsoft Licensing Inc. has received and evaluated your application, your Microsoft Sales Account Manager or a representative from the Microsoft Licensing Inc. OEM Finance Department will contact you with the approved credit limit.
- ▲ If you have any questions regarding your credit status or wish to update your credit limit please contact your Microsoft OEM Sales Account Manager.

Pricing and Product Inquiries

- ⇒ In order to maintain confidentiality of your Microsoft Licensing Inc. Hardware contract, please note that your Customer Service Representative is not authorized to give out pricing or licensing information. Please contact your Microsoft Sales Account Manager with questions or concerns of this nature.

HIGHLY CONFIDENTIAL

038502

Ordering Procedure Checklist

- ▲ Please use the following checklist when placing your orders to minimize processing time.
 - ▲ Please submit your company Purchase Order (PO) and the **Microsoft Licensing Inc. OEM Hardware Purchase Order Form (Form OEM-CSG-03)** located in the **Forms** section in the back of this guide to your designated Customer Service Center (CSC) listed in this section for processing.
 - ▲ Please use the check list below before you submit your orders. This will ensure that all information you provide is both accurate and complete.
 - Company Name and Contact
 - Bill To and Ship To Address
 - Phone and Fax Numbers (including country and area codes)
 - **New Microsoft Licensing Inc. Customer Number**
 - **New Microsoft Licensing Inc. License Agreement Number**
 - Company Purchase Order Number
 - Microsoft Licensing Inc. Part Number
 - Product Description
 - Quantity (see minimum and incremental order quantities listed in the **Microsoft Licensing Inc. OEM Hardware Product List** at the end of this section)
 - Unit price (in \$US Dollars)
 - Total (in \$US Dollars)
 - Requested Ship Date
 - Freight Carrier, Freight Forwarder, and Customs Broker (if applicable)
 - Special Shipping Instructions
 - ▲ Confirm that the faxed order acknowledgment received by your Customer Service Representative is correct.
 - ▲ **Note:** If your payment method is either *prepaid* or *commercial letter of credit* please be sure to follow the payment instructions provided in the section **Sending Payments to Microsoft Licensing Inc.**
 - ▲ **Products can be ordered from regional sites only. Please contact your Customer Service Representative to verify correct warehouse location.**

HIGHLY CONFIDENTIAL

038503

Worldwide Customer Service Centers

Continent/Country	Submit Orders To
North America and Latin America	
USA Canada Argentina Brazil Bolivia Caribbean Chile Columbia Ecuador Mexico Paraguay Peru Uruguay Venezuela	Microsoft Licensing Inc. c/o UPS Worldwide Logistics 9001 Sterling Street Irving, Texas 75063 Phone numbers: English: 1-800-877-6852 Spanish: (972) 915-6912 Fax: (972) 929-3607 OEM Hardware Customer Service Representatives: Cathy Parker, Laura Bunch, Elodia Melendez OEM Hardware Customer Service Manager: Yvonne Lopez
Europe and Middle East	
Africa Europe Middle East	Microsoft Licensing Inc. c/o UPS Worldwide Logistics European Distribution Center De Dieze 17 5684 PR Best The Netherlands Warehouse location: UPSWWL-Roermond Veldweg 3 6075 NL, Herkenbosch The Netherlands Phone: (+31) 499 331660 Fax: (+31) 499 331659 OEM Hardware Customer Service Representatives: Carol Eman, Steyn Elshout, Lilian Wiebers OEM Hardware Operations Manager: Lanny Breuls
Far East and Asia Pacific	
Japan Korea Taiwan Hong Kong Singapore Malaysia Australia New Zealand Philippines Indonesia Thailand	Microsoft Licensing Inc. c/o UPS Worldwide Logistics Asia Pte. Ltd. 19 Loyang Way #02-10 Singapore 508724 Phone numbers: English: +65 542-9557; contact: Lily Lim Cantonese: +65-542-5997; contact: Lily Lim Mandarin: +65-542-6801; contact: Rachel Ong Japanese: +65-542-2712; contact: Rachel Ong Korean: +65-542-5993; contact: Kathy Moon Fax: +65-542-7385

Microsoft OEM Distributor Customer Service Guide, April 1999

HIGHLY CONFIDENTIAL

038504

8.11.2.8.11

Continent/Country	Submit Orders To
India	OEM Hardware Operations Manager: Desmond Boo OEM Hardware Customer Service Manager: Lily Lim OEM Hardware Customer Service Representatives: Kathy Moon, Lily Wong, Rachel Ong

PRODUCT AVAILABILITY LIST FOR THE
DALLAS TEXAS CUSTOMER SERVICE CENTER

Configuration information

Product	Units per Carton	Carton Per Pallet	Pallet Quantity (Units)
Microsoft Mice	10	98	980
Keyboards	5	24	120
Hardware Value Pack	5	16	80

For pricing and availability information please go to the following website:

<https://oem.microsoft.com/dsp>

HIGHLY CONFIDENTIAL

PRODUCT AVAILABILITY LIST FOR THE NETHERLANDS CUSTOMER SERVICE CENTER

Configuration information

Product	Units per Carton	Carton Per Pallet	Pallet Quantity (Units)
Microsoft Mice	10	126	1260
Keyboards	5	20	100
Hardware Value Pack	5	16	80

For pricing and availability information please go to the following website:

<https://oem.microsoft.com/dsp>

PRODUCT AVAILABILITY LIST FOR THE
SINGAPORE CUSTOMER SERVICE CENTER

Configuration information

Hong Kong

Product	Units per Carton	Carton Per Pallet	Pallet Quantity (Units)
Microsoft Mice	10	80	800
Keyboards	5	20	100
Hardware Value Pack	5	16	80

Singapore

Product	Units per Carton	Carton Per Pallet	Pallet Quantity (Units)
Microsoft Mice	10	80	800
Keyboards	5	20	100
Hardware Value Pack	5	16	80

Sydney

Product	Units per Carton	Carton Per Pallet	Pallet Quantity (Units)
Microsoft Mice	10	120	1200
Keyboards	5	18	90
Hardware Value Pack	5	16	80

For pricing and availability information please go to the following website:

<https://oem.microsoft.com/dsp>

HIGHLY CONFIDENTIAL

Sending Payments to Microsoft Licensing Inc.

Wire Transfer Information of Remitting Payment to Microsoft Licensing Inc.

⇒ Please submit payment via wire transfer per the *Microsoft Licensing Inc. Wire Transfer Account Information* listed below. To help the Microsoft Licensing Inc. OEM Finance Department receive your payment, please fax a copy of your bank's wire transfer confirmation to your regional OEM Finance representative listed at the end of this section. The confirmation should reference the Microsoft Licensing Inc. invoice number and/or your PO number.

- For companies both *international & domestic*:

Microsoft Licensing Inc # 100430
Account #3750891058
ABA 11100001-2
Nationsbank Texas, N.A.
Text: REF+LB+100430

HIGHLY CONFIDENTIAL

038508

Payment by Company Check (USA and Canada Only)

- ⇒ Please note payment by company check is acceptable for some companies in the US and Canada only. Microsoft Licensing Inc. recommends that you submit payment via wire transfer to ensure faster receipt of your funds and shorter order processing time.
- ⇒ If your company has been authorized by Microsoft Licensing Inc. to submit payment via company check, please follow the guidelines below:
 - ▲ Payment must be made using the official company registered checks.
 - ▲ The check must be correctly filled out, signed and dated by an authorized officer or employee of the company.
 - ▲ Make sure the total amount on the check matches the invoice total.
 - ▲ Fax a copy of the invoice and copy of your check to your regional OEM Finance representative listed at the end of this section indicating the date it was sent to Microsoft Licensing Inc.
 - ▲ Send a copy of the invoice and company check to one of the following addresses:

Street Address:	PO Box:
(Overnight Courier Deliveries Only)	(U.S. Mail Only)
Microsoft Licensing Inc. C/O NationsBank Attention: Lockbox #100430 OEM Account #3750891058 6000 Feldwood Road 5 Southside East College Park, GA 30349	Microsoft Licensing Inc. P.O. Box 100430 Atlanta, Georgia 30384-0430
To confirm receipt of checks contact: Katie Salo Phone: (775) 823-5600 Fax: (775) 826-0506	*Please allow sufficient delivery time if paying by mail*

HIGHLY CONFIDENTIAL

010800

038509

Payment by Commercial Letter of Credit (Microsoft Licensing Inc. Approved Customers Only)

General Comments: In order to provide Microsoft Licensing Inc. with a *letter of credit* (LOC), you must meet terms and conditions that are acceptable to Microsoft Licensing Inc. Compliance with these terms and conditions will ensure prompt shipment of your order. If your bank cannot issue the LOC per these instructions, please contact the Microsoft Licensing Inc. OEM Finance Department and let your representative know which provisions must be altered. OEM Finance will determine whether these alterations are acceptable.

⇒ **Instructions**

1. The LOC must be *irrevocable* and must be subject to the "Uniform Customs and Practice for Documentary Credits" (1993 Revision) International Chamber of Commerce Publication No. 500.
2. Minimum dollar order amount: US\$25,000.00.
3. The letter of credit is preferably confirmed and must be **AT SIGHT**, and advised to our bank:

Wells Fargo Bank HSBC Trade Bank, N. A.
11th Floor
999 3rd Avenue
Seattle, WA 98104
Attention: Export Letter of Credit Department

The beneficiary is to be shown as:

Microsoft Licensing Inc.
6100 Neil Road
Reno, NV 89520 USA

1. The proceeds of the letter of credit are to be available at the counters of our bank or any United States bank, preferably a bank located in the West Coast.
2. Expiration Date: 30 days after last date of shipment.
3. Transshipment and Partial Shipment Allowed.
4. Terms shall be EX-WORKS or EX-WAREHOUSE (shipment location must be specified by City, State, Country).
5. The letter of credit shall allow payment in U.S. Dollars.
6. All banking charges including those of the issuing bank are for account of the Applicant.
7. We hereby agree with you that all drafts under and in compliance with the terms of this credit will be duly honored upon presentation and delivery of documents as specified.
8. The Ultimate Destination is subject to provisions of U.S. Customs regulations.

HIGHLY CONFIDENTIAL

Regional OEM Finance Contacts

Region	Contact
North America and Latin America	Katie Salo Microsoft Licensing Inc. 6100 Neil Road Reno, NV 89520 USA PH# is (775) 823-5600 FAX# is (775) 826-0506
Far East and Asia Pacific	Carol Jones Microsoft Licensing Inc. 6100 Neil Road Reno, NV 89520 USA PH# is (775) 823-5600 FAX# is (775) 826-0506
Latin American, Middle East and India	Scott Walker Microsoft Licensing Inc. 6100 Neil Road Reno, NV 89520 USA PH# is (775) 823-5600 FAX# is (775) 826-0506
Europe	Sylvia Upham Microsoft Licensing Inc. 6100 Neil Road Reno, NV 89520 USA PH# is (775) 823-5665 PH# is (775) 828-0506
Europe (Nordic, Benelux, UK, & France) and MENA	Don Stockwell Microsoft Licensing Inc. 6100 Neil Road Reno, NV 89520 USA PH# is (775) 823-5600 FAX# is (775) 826-0506

HIGHLY CONFIDENTIAL

Returning Merchandise

Microsoft allows our OEM HARDWARE DISTRIBUTOR customers to return product under the following conditions:

1. Wrong Part Delivered
2. Wrong Part Ordered

Please note that the returns noted above are for credit only. Please submit a new PO to replace returned product. The amount credited will match the quantity stated on the approved Returned Materials Authorization (RMA) form, subject to quality.

All returns must be accompanied with a completed RMA Form, and Proof of Purchase (invoice of the original shipment). Microsoft Licensing Inc. will not be able to process the claim if the customer is unable to provide the proof of purchase (POP).

When returning products for the above reasons, please use the procedures that pertain to the specific return condition at hand. If you have any questions or need assistance with returning products to Microsoft Licensing Inc., please contact your Customer Service Representative.

Wrong Part Delivered

This refers to the situation where the product received by the customer was not what the customer had ordered. Written notice of this discrepancy must be received by the Customer Service Center from the customer within thirty (30) days after shipment to the customer.

→ Procedure:

- Notify your Customer Service Center of wrong product received.
- The Customer Service Center will then fax a RMA form to you and will assist you in your efforts to complete it. The Customer Service Center will then assign a RMA number and arrange for immediate pickup of the wrong product.
- The product must be returned to the Customer Service Center for processing. Your completed RMA form must accompany the returned products.
- The Customer Service Center will then credit your account for the returned product.
- You may then place a new order, under a new Purchase Order number, for the correct product. Microsoft Licensing Inc. does not ship product on a no-charge or exchange basis.

HIGHLY CONFIDENTIAL

Wrong Part Ordered

This refers to the situation where you have ordered the wrong product from Microsoft Licensing Inc. Written notice of this error must be received by the Customer Service Center from the customer within thirty (30) days after shipment to the customer.

⇒ **Procedure:**

- Notify Customer Service Center of wrong product ordered.
- The Customer Service Center will then fax a RMA form to you and will assist you in your efforts to complete it. The Customer Service Center will then assign a RMA number and arrange for immediate pickup of wrong product.
- Freight charges for returning products under this category must be paid by the company placing the order. The approved RMA form and proof of purchase must accompany products returned to the Customer Service Center for processing.
- Customer Service Center will issue credit to customer per purchase price appearing on invoice.
- You must place a new order, under a new Purchase Order number, for the correct product. Microsoft Licensing Inc. will not issue credit for a "wrong product ordered" RMA without a corresponding purchase order for an equal or lesser value replacement product. **Please note – a credit will not be issued until a new order has been placed and shipped.**

HIGHLY CONFIDENTIAL

4. Replacing Defective Hardware Products for your Customers

New Policy, Effective June 1, 1999

According to the terms and conditions of the Microsoft OEM Distributor Fulfillment and Distribution Agreement in Exhibit H, Hardware Products, if a System Builder has a defective hardware product, Distributors will do the following:

Replace the defective hardware Product for the customer from Distributor inventory.

Submit a report to MSLI for a purchase credit equal to the number of defective hardware units were replaced, using the Defective Hardware Replacement Purchase Credit Request form which will be provided prior to June 1, 1999.

Purchase Credit Requests may be submitted at any time, but no more than one time during a calendar quarter.

The claimed Purchase Credit will not exceed one-half of one percent (0.5%) of the amount paid to MSLI during the previous quarter for purchases of the hardware product for which the credit is being claimed.

HIGHLY CONFIDENTIAL

FORMS

The following forms will help you implement the procedures set forth in this guide. If you have any questions about how they should be filled out or if you have comments or concerns regarding information requested, please contact your Customer Service Center Representative.

The forms included here are the following:

Form Number	Form Title
OEM-CSG-02	Microsoft Licensing Inc. Credit Application
OEM-CSG-03	Microsoft Licensing Inc. Purchase Order Form
OEM-CSG-04	Microsoft Licensing Inc. Returned Materials Authorization (RMA) Form

HIGHLY CONFIDENTIAL

038515

Microsoft Licensing Inc. Credit Application

MICROSOFT LICENSING INC.
6100 NEIL ROAD
RENO, NV 89520 USA

Failure to fill in all blanks may delay processing. Attach most recent financial statement. Application must be signed by owner or duly authorized officer or partner.
SEND TO ATTENTION: INTERNATIONALCREDIT DEPT

CHECK ONE

New Customer Credit **Updating Existing Customer Credit**

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Firm Name:			Telephone ()		
Parent Corporation of AKA (Also Known As):			Fax#		
Purchasing Contact:			Telex#		
Billing Address:					
City	State	Zip	Country		
Type of Enterprise: Corporation		Partnership		Proprietorship	
Names of Principals and Titles:					
Accounts Payable Contact:			Telephone ()		
Date Business Started		Sales Terms		Facilities Owned or Leased?	
Principal Computer Lines Carried:					

Present Yearly Sales Volume:	<input type="checkbox"/> \$100,000 to \$500,000	<input type="checkbox"/> \$5,000,000 to \$10,000,000
<input type="checkbox"/> Under \$50,000	<input type="checkbox"/> \$500,000 to \$1,000,000	<input type="checkbox"/> Over \$10,000,000
<input type="checkbox"/> \$50,000 to \$100,000	<input type="checkbox"/> \$1,000,000 to \$5,000,000	

BANK REFERENCES

*Less than 2 years, a second bank reference required

CHECKING				SAVINGS			
Bank				Bank			
Address				Address			
City	State	Zip		City	State	Zip	
Telephone ()	FAX#			Telephone ()	FAX#		
Account Number				Account Number			
Account Name				Account Name			
Contact				Contact			

U.S. TRADE REFERENCES

*Companies with whom credit has been established; three required

1. Name				Type of Business			
Address				City			
Telephone ()	FAX#			State	Zip		
Payment Terms				Customer #			
2. Name				Type of Business			
Address				City			
Telephone ()	FAX#			State	Zip		
Payment Terms				Customer #			
3. Name				Type of Business			
Address				City			
Telephone ()	FAX#			State	Zip		
Payment Terms				Customer #			

We expect our monthly credit requirements from you to be approximately: \$

In consideration of the extension of credit and establishment of a credit account, applicant acknowledges liability for payment of amounts due Microsoft Licensing Inc. for delivery of Microsoft products. If Microsoft Licensing Inc. must take action to collect any balance owing, applicant agrees to pay all reasonable costs and expenses incurred in collection including, but not limited to, reasonable attorney's fees, court costs, and interest thereon at the then maximum legal rate. By signing this agreement, applicant acknowledges payment will be made according to quoted terms on invoice. All past due invoices are subject to interest charges at the maximum allowable legal rate. Signature also authorizes the release of credit information concerning our company that Microsoft Licensing Inc. may reasonably require.

Authorized Signature _____ Title _____ Date _____

X

HIGHLY CONFIDENTIAL

Form OEM-CSG-02

Microsoft OEM Distributor Customer Service Guide, April 1999

038516

49

Microsoft Licensing Inc. Purchase Order Form

Microsoft Licensing Inc. Customer Number				
Microsoft Licensing Inc. License Number				
Requested ship date:				
Company PO #:				
Shipment method:				
Submit orders to:			Microsoft Licensing Inc.	
Regional/Country Customer Service Center Location				
From: (Name of Company):				
Ship to Address: (Must be the same address stated in your MS license)				
Billing Address: (Must be the same address stated in your MS license)				
Freight Carrier:				
Customer Contact Name:				
Phone Number:				
Fax Number:				
Product #	Description	Quantity	Unit Price (SUS)	Total (SUS)
<small>NOTE: If you have a change in your billing or shipping address, or contact names which are not reflected in your current Microsoft Licensing Inc. license, please fax a signed letter stating the changes to Microsoft Licensing Inc. Attn: OEM Finance, FAX# is (702) 826-0506 for changes. Please reference your Microsoft Licensing Inc. License Agreement Number on the Fax. Thank you.</small>				

HIGHLY CONFIDENTIAL

038517

Form OEM-CSG-03

Returned Materials Authorization Form

RMA# _____

Date of Issue _____

CUSTOMER INFORMATION	Today's Date: _____	PO #: _____
OEM Name: _____	OEM Contact: _____	
Address: _____ / _____ / _____ / _____		
(Street)	(City)	(Postal Code) (Country)
Phone number: (____) _____	Fax number: (____) _____	
Customer number: _____	License Agreement number: _____	

RETURNED PRODUCT INFORMATION *(please list each 5 digit mfg. part number separately)*

Mfg. Part Number	Description	Quantity

REASON FOR RETURN:(OEM HARDWARE DISTRIBUTOR ONLY) Invoice number (mandatory) _____ Wrong part delivered <input type="checkbox"/> Wrong part ordered <input type="checkbox"/>	DEFECTIVE PRODUCT: (SYSTEM BUILDER ONLY) Invoice number (mandatory) _____ Defective <input type="checkbox"/>
--	---

****Customer is responsible for filing transit damage/loss claims. Please contact your freight forwarder or carrier.****

For UPS WWL purposes only:
 Material Received (date) _____ Mfg. P/N(s) _____ Quantity _____
 Approved to Credit: yes no (if no, reason) _____

HIGHLY CONFIDENTIAL

OEM-CSG-04

038518

Sample SB Agreement

MICROSOFT DISTRIBUTION AND PREINSTALLATION AGREEMENT (FOR MANUFACTURERS, ASSEMBLERS AND REASSEMBLERS OF COMPUTER HARDWARE ONLY)

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU ("YOU" OR "COMPANY") AND MICROSOFT LICENSING, INC. ("MS"), A NEVADA, U.S.A. CORPORATION. BY OPENING THE PACKAGE TO WHICH THIS AGREEMENT IS ATTACHED, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THE PRODUCT ENCLOSED IN THIS PACKAGE IS LICENSED FOR DISTRIBUTION ONLY BY MANUFACTURERS, ASSEMBLERS AND REASSEMBLERS FOR RESALE OF COMPUTER HARDWARE (DEFINED BELOW) ("SYSTEM BUILDERS" OR "SBs"). IF YOU ARE NOT A SYSTEM BUILDER, OR IF YOU DO NOT AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, THEN MS DOES NOT GRANT A LICENSE TO YOU TO INSTALL, USE, OR DISTRIBUTE THE ENCLOSED PRODUCT AND/OR PREINSTALLATION TOOLS, AS APPLICABLE. IN SUCH EVENT, YOU SHOULD PROMPTLY RETURN THE UNOPENED PACKAGE (INCLUDING ALL CONTENTS) TO THE AUTHORIZED MS DISTRIBUTOR ("DISTRIBUTOR") FROM WHICH YOU OBTAINED IT FOR A REFUND.

1. DISTRIBUTION OF PRODUCT INSIDE COMPUTER HARDWARE PACKAGE ONLY

1.1 "Computer Hardware" shall be defined to be an assembled computer system that includes, at a minimum, a motherboard with CPU, bootable mass storage drive, power supply, and case. If the enclosed MS product is a desktop operating system software product (which does not include "server" operating system software), Computer Hardware may also be (i) a motherboard, (ii) a bootable mass storage drive or (iii) an unassembled computer system. Computer Hardware does not include computer systems or motherboards capable of supporting more than two (2) microprocessors.

1.2 MS hereby grants COMPANY a non-exclusive right to distribute one complete unit of the enclosed MS product(s) ("Product(s)") directly or indirectly to an end user purchaser of COMPANY's Computer Hardware as an item included inside the Computer Hardware package. COMPANY shall require all persons and entities in its distribution channels to include a complete unit of Product inside the Computer Hardware package. COMPANY shall neither advertise nor price the Product separately from the Computer Hardware. Individual Product(s) and Product packaging may not be modified, altered, repackaged, reassembled or supplemented in any way.

1.3 COMPANY may distribute Product with Computer Hardware to a SB purchaser only if such SB agrees to distribute the Product with Computer Hardware pursuant to a sublicense consistent with the terms and conditions of this Agreement.

2. PREINSTALLATION REQUIREMENT

If the Product is distributed with an assembled computer system, COMPANY shall preinstall one (1) copy of Product software on the bootable mass storage drive of such assembled computer system with which Product is distributed to an end user. Such preinstallation shall be in accordance with preinstallation instructions, if any, provided with the Product or made available separately through the Microsoft OEM System Builder Program ("Preinstallation Instructions"). COMPANY may not distribute the unit of Product used to perform preinstallations and may not distribute the Preinstallation Instructions to end users.

3. COMPANY PROVIDES END USER PRODUCT SUPPORT

COMPANY shall provide qualified end user support service for the Product. COMPANY's support service to the end user shall be at least as favorable as the terms under which COMPANY provides end user support for the Computer Hardware. MS may at its discretion refer all related customer service and support inquiries to COMPANY. COMPANY's support phone number shall be conspicuously placed either in the written or online Computer Hardware user manual or in the online help file, and in case of reassembled computer systems originally sold under a third party brand name, additionally on the outside of the case.

038519

HIGHLY CONFIDENTIAL

4. NO ASSIGNMENT OR TRANSFER ALLOWED

COMPANY may not assign or otherwise transfer any of COMPANY's rights under this Agreement, except as provided in Section 1.3 above.

5. LIMITED WARRANTY; RETURNS TO DISTRIBUTOR

5.1 MS warrants to COMPANY that at the time of shipment by Distributor Product will perform substantially in accordance with the Product documentation. COMPANY's sole remedy and Distributor's sole obligation under this warranty shall be limited to, at Distributor's election, refund or replacement of the Product. THIS WARRANTY MAY BE ASSERTED BY COMPANY ONLY AND NOT BY COMPANY'S CUSTOMERS OR SUBLICENSEE(S) UNDER SECTION 1.3 ABOVE. Neither MS, nor Microsoft Corporation ("MSCORP") nor their suppliers make any warranty as to defects in media or materials. Warranties with respect to media and materials, if any, may be made by Distributor.

5.2 SECTION 5.1 CONTAINS THE ONLY WARRANTIES MADE BY MS, MSCORP OR ITS SUPPLIERS. EXCEPT FOR WARRANTIES WITH RESPECT TO MEDIA AND MATERIALS MADE BY DISTRIBUTOR, IF ANY, ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXPRESSLY DISCLAIMED. COMPANY AGREES THAT MS, MSCORP, DISTRIBUTOR AND THEIR SUPPLIERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS, MSCORP, DISTRIBUTOR OR THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. LIMITATION OF LIABILITY

COMPANY agrees that neither MS, nor MSCORP nor their suppliers shall have any liability whatsoever to COMPANY under any provision of this Agreement or any transaction contemplated herein.

7. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. COMPANY will not remove, alter or obscure any copyright, trademark or patent notices that appear on the Product or are contained in the Product software as delivered to COMPANY. COMPANY shall market the Product only under the Product name(s) and version number for such Product provided to COMPANY. COMPANY will use the appropriate trademark, product descriptor and trademark symbol (e.g., "TM" or "®") and clearly indicate MSCORP's or applicable third parties' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure, or other material in connection with the Product. COMPANY shall not at any time use any name or trademark confusingly similar to a MSCORP or licensed third party trademark, trade name and/or product name. COMPANY agrees that it shall not undertake any action that will interfere with or diminish MS's, MSCORP's or its suppliers' rights, title, or interest in Product trademarks, nor will its use of such trademarks directly or indirectly create in or for COMPANY any right, title, or interest in such trademarks.

8. EXPORT ONLY IN ACCORDANCE WITH USA LAW

COMPANY agrees that it will not export or re-export Product to any country, person, entity, or end user in violation of export control laws and regulations of the U.S.A. COMPANY warrants and represents that neither the Bureau of Export Administration nor any other U.S.A. government agency has suspended, revoked or denied COMPANY's export privileges.

9. NO REVERSE ENGINEERING; RESERVATION OF RIGHTS

9.1 COMPANY shall not reverse engineer, decompile or disassemble the Product in whole or in part except as permitted by applicable law without the possibility of contractual waiver. COMPANY acknowledges that information on interoperability of the Product with other products is readily available.

9.2 MS reserves all rights not expressly granted herein including without limitation, modification rights, translation rights, rental rights and rights to source code.

10. MISCELLANEOUS

10.1 Nothing in this Agreement shall establish or constitute a franchise, partnership, joint venture, agency, or contract of employment between the parties.

10.2 Any Product which COMPANY distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities, shall be provided with RESTRICTED RIGHTS in accordance with 48 CFR 52.227-19, or as set forth in the particular department or agency regulations or rules, or particular contract which provide MS and its suppliers equivalent or greater protection.

HIGHLY CONFIDENTIAL 038520

10.3 If any provision of the 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.

10.4 The laws of the State of Washington, U.S.A., shall govern this Agreement and COMPANY consents to the jurisdiction of the state and federal courts sitting in the State of Washington, U.S.A.

10.5 COMPANY may only distribute Products under this Agreement (i) in a manner that protects the intellectual property rights of MS or applicable third party in the Products and (ii) in accordance with all laws and regulations of the country in or to which COMPANY distributes Product, including without limitation, laws and regulations governing content, import, export and distribution of software products and technology, and payment of all applicable duties and taxes.

10.6 The section headings used in the Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

11. PRODUCT SPECIFIC TERMS

11.1 If the enclosed Product is "server" operating system software (e.g., Microsoft® Windows NT® Server), the Computer Hardware with which Product may be distributed also includes assembled computer systems capable of supporting up to four (4) microprocessors.

11.2 If the enclosed Product is a MS hardware Product, it has been or will be at the time of shipment certified as a Class B computing device pursuant to the rules of the U.S.A. Federal Communications Commission ("FCC Rules"). Except as expressly set forth in the preceding sentence, neither MS nor its suppliers makes any warranty or representation regarding compliance of the Product hardware with any FCC Rules or any other federal, state, or local laws or regulations, or the laws or regulations of any non-U.S. jurisdiction, relating to computing devices or products sold to the public. Without limiting the generality of the foregoing, the responsibility (if any) to test and/or to certify the Product hardware in conjunction with other equipment manufactured or sold by COMPANY shall be solely that of COMPANY.

11.3 If the enclosed Product is a multimedia/interactive media title, COMPANY shall preinstall only the executable files for the Product.

For More Valuable Information see www.microsoft.com/oem

HIGHLY CONFIDENTIAL

038521

OEM, Reseller, and Distributor General Guidelines for Using Microsoft Trademarks

The name *Microsoft* is synonymous with high-quality computer software and hardware products; throughout the world, thousands of products produced every day bear the trademarks of Microsoft Corporation. A trademark is a word, name, design, or phrase that identifies a product and distinguishes it from similar products made by competitors. Consequently, Microsoft trademarks are worth millions of dollars because they represent the standards of excellence and consistent quality associated with Microsoft® products. Without trademarks, consumers wouldn't be able to distinguish different manufacturers' products or products of high quality from those of lesser quality. For these reasons, it's important to understand trademarks and what you can do to protect them.

Trademark rights are acquired by the proper, continuous use of the trademarks. A trademark that hasn't been registered with the Trademark Office is noted with a ™. Registered marks are noted with an ®.

Correct use of our trademarks by OEMs, Resellers and Distributors is important to Microsoft, so we've drafted the following guidelines.

TRADemark GUIDELINES

1. Set trademarks apart from other words or the nouns they modify.

The common way to do this is to properly capitalize the product name and designate the trademarks with the appropriate symbols— ® or ™. You can also use underlining, italics, or bold type. Examples:

Incorrect	When you start up Windows, click on the...
Correct	When you start up the Windows® operating system, click on the...

2. Use Microsoft trademarks as proper adjectives.

Trademarks are adjectives that describe a specific brand of product. Because a trademark is an adjective, use it with the noun that it modifies. Example:

The format command of the MS-DOS® operating system...

If you use the same trademark repeatedly in a piece, you must use it correctly: At first reference, use the Microsoft product name plus its full descriptor; thereafter, the trademark should appear with its noun descriptor at least 50 percent of the time. (In the example above, "operating system" is the descriptor.)

In the case of our Windows trademark, follow the correct example below.

Incorrect	Windows applications [or machine/PC]
Correct	application for the Windows® operating system

You may refer to products that are compatible with the Windows operating system as: "Windows®-compatible products", "Windows®-based products" or "products for Windows®"; such products should not be referred to as "Windows products [or software]".

HIGHLY CONFIDENTIAL 038522

3. **NEVER combine a Microsoft trademark/product name with your (or another third party's) trademark/product name.**

Trademarks serve to identify the source of a product. If Microsoft trademarks are combined with the trademarks or product names of others, consumers may be confused as to which company is the source of a product.

4. **Don't use Microsoft trademarks in the possessive or plural form.**

Examples:

Incorrect POWERPOINT's interface
Correct the Microsoft® PowerPoint® interface

Incorrect A case of Microsoft® PowerPoint®s
Correct A case of Microsoft® PowerPoint® presentation graphics programs

5. **Use the appropriate trademark symbol in the proper place and give proper attribution.**


Symbols:

® = registered trademark or service mark
TM = trademark ownership claimed

Notice:

"_____ are either registered trademarks or trademarks of Microsoft in the United States and/or other countries."

6. **Do not shorten, abbreviate or create acronyms out of Microsoft trademarks.** Examples: Do not say VC++ for the trademark Visual C++™ or FP for the registered trademark FoxPro®.

- 
- Do not imitate Microsoft's product packaging in any of your materials, including advertising, product packaging and promotional materials.
 - You must display your company name at least as prominently as any Microsoft trademark on all materials. Otherwise, there is the potential risk that consumers will think Microsoft Corporation is somehow affiliated with your company.
 - You may not use any Microsoft trademark in such a manner that it appears that Microsoft is sponsoring or endorsing your product(s) and or company or the products of any third party. However, if an OEM, Reseller or Distributor wants to display a "box shot" illustrating those Microsoft products they are licensed or authorized to distribute, the box shots may appear on packaging and in advertising but cannot be the most prominent visual element on such materials. The OEM, Reseller or Distributor's name must be at least as prominent as the Microsoft product box shot. Please contact your account manager or sales representative to obtain camera ready art for the box shots.



Licensed Use of Logos:

Where a company or individual has met Microsoft's requirements to license a logo for a specific marketing or service program and has a current fully executed license agreement with Microsoft, use of that logo must conform to the guidelines prescribed in the license agreement. Logos that communicate a specific message, such as compatibility logos, need to be licensed before they can be used. Guidelines for using these logos will vary from license to license and will not be addressed

in this document. If you wish to inquire about a particular licensing program like the "Windows® Logo Key" program, "Microsoft® Solution Provider" program, or the "Microsoft® Certified Professional" program, please contact your Microsoft representative.

Permissible Use of Microsoft Logos by OEMs, Resellers and Distributors:

1. OEMs, Resellers and Distributors can use the Microsoft Corporate logo and other Microsoft designated "brand" logos that are associated with a family of products pursuant to each logo's respective guidelines. Use of these logos in advertising or other such materials may only be used to promote Microsoft products and indicate that your company is authorized to distribute, sell or carry Microsoft products and/or those products that fit under a general Microsoft brand such as the "Microsoft® Home" brand or the "Microsoft® Windows®" brand. Separate guidelines for these logos will address details regarding appropriate color, placement and sizing not otherwise addressed in these general guidelines.

Please contact either the Systems Marketing- Windows Logo Department, your Microsoft representative or your local Microsoft subsidiary for guidelines and camera ready art for the Windows logo.

Please contact your Microsoft representative or your local Microsoft subsidiary to obtain guidelines and camera ready art for the Microsoft Home logo.

2. An OEM, Reseller or Distributor may not use any Microsoft product specific logos or icons without express written consent from Microsoft. However, if an OEM, Reseller or Distributor wants to display a "box shot" illustrating those Microsoft products they are licensed or authorized to distribute, the box shots may appear on packaging and in advertising but cannot be the most prominent visual element on such materials. The OEM, Reseller or Distributor's name must be at least as prominent as the Microsoft product box shot. Please contact your Microsoft representative or your local Microsoft subsidiary to obtain camera ready art for the box shots.

3. OEMs, Resellers and Distributors may only use the Microsoft Corporate logo pursuant to the guidelines outlined under section (4.) below. Please contact your Microsoft representative or your local Microsoft subsidiary for camera ready art. If you have questions relating to the use of the Microsoft Corporate logo please contact the Microsoft Corporate Trademark Permissions department in the United States or contact your local Microsoft subsidiary.

4. **Microsoft**
Corporate Logo Guidelines

The Microsoft Corporate logo may be used only when referring to Microsoft Corporation. The following conditions and limitations apply when using our corporate logo; any use of the logo that falls outside what is outlined below is strictly prohibited. OEMs, Resellers and Distributors can use the Microsoft Corporate logo in advertising, temporary point of purchase and/or sale displays and marketing materials solely for the purpose of promoting Microsoft products and pursuant to the following guidelines:

- a.) The logo may only be used to identify Microsoft Corporation or Microsoft products or services.
- b.) The logo may not be used in a manner that would imply your company is sponsored or endorsed by, or affiliated with Microsoft.
- c.) The logo may not be used in a manner that would imply goods or services provided by your company are sponsored or endorsed by, or affiliated with Microsoft.
- d.) The logo may not be used in a manner which would disparage Microsoft Corporation, its subsidiaries, or its products or services.
- e.) The logo should never appear larger and/or more prominent than your trade name, service name or trademark on any materials produced or distributed by your company.
- f.) The following trademark designation "®" must appear in the upper right or at the baseline immediately following the logo. The logo should be accompanied by the following

footnote:

Microsoft is a registered trademark of Microsoft Corporation.

- g.) If you have camera ready art of the logo, you must only use what is provided to you with no changes in color or design. Camera ready art is provided for reproduction purposes only. 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 border of empty space must be $1/2x$, where x equals the height of the letter "M". The logo may not be used as a feature or design element of any other logo.
- h.) Microsoft reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

MICROSOFT TAGLINE

Under no circumstance can you use, imitate or play off of Microsoft's corporate tag line, *Where Do You Want To Go Today?*® This tag line is only used by Microsoft Corporation.

RECOMMENDED REQUIREMENTS

1. An OEM must leave all copyright, trademark, and patent notices in the licensed product software and documentation from Microsoft. If an OEM is notified that a change to any of the notices is necessary, then they must comply.
2. An OEM must market a licensed product under the Microsoft name and designate Microsoft trademarks with the appropriate ® and ™ symbols.
3. An OEM should not place its company name, trademarks, service marks or product names next to a Microsoft product name on packaging, disk labels, or advertisements.
4. An OEM should not market any product under a name that is confusingly similar to a Microsoft product name or trademark.
5. An OEM is expected to produce a high-quality product that is consistent with the quality of the product supplied by Microsoft.
6. An OEM is not allowed to use the Microsoft logo on its packaging.
7. If requested, an OEM must supply Microsoft with samples of its finished product and marketing materials prior to shipping, for Microsoft's review.
8. An OEM should market its licensed product under the version number assigned by Microsoft.
9. An OEM is expected to supply customer service for its product(s) and clearly notify customers how to obtain that service.
10. Microsoft will respond to any trademark infringement actions in certain countries that arise from an OEM's use of the Microsoft product name. The OEM must advise Microsoft promptly of any claims it becomes aware of.

HIGHLY CONFIDENTIAL

038525

How to Access Part Numbers

Part Numbers are located on the Distributor Web Site, also known as the Delivery Service Partner Web Site (<https://oem.microsoft.com/dsp/inventory/default.asp>). Part Numbers are updated weekly.

Here is an example of the home page for accessing part numbers.

The screenshot shows a Microsoft Internet Explorer browser window displaying the Microsoft Delivery Service Partners website. The address bar shows the URL <https://oem.microsoft.com/dsp/inventory/default.asp>. The page features a navigation menu with links for HOME, WRITE US, HELP, and UPDATE YOUR PROFILE. The main content area is titled "Part Numbers" and includes a sidebar with links for DSP Home, Part Numbers, Sales Out/Royalty Reporting, Price List/Exhibit Information, and Licensing. The main content area contains two sections: "Part Number List" and "Obsolete Part Number List".

Microsoft Delivery Service Partners
Part Numbers

DSP Home

Part Numbers

Sales Out/Royalty Reporting

Price List/Exhibit Information

Licensing

Part Number List
The new Active Part Number List (formerly called the DSP End-Item Report) allows you to search for part numbers that are assigned to your country or region. These part numbers are used for Sales Out Reporting and ordering product from Authorized Replicators. This list includes active part numbers at the time the list was published.

Obsolete Part Number List
The Obsolete Part Number List is a zipped excel spreadsheet that includes worldwide obsoleted part numbers. You can [install WinZip here](#) if you need the program. The date the part number was obsoleted will be reflected in the Date Obsoleted column.

To access the Obsolete Part Numbers report using a modem connection of 56k or slower, follow

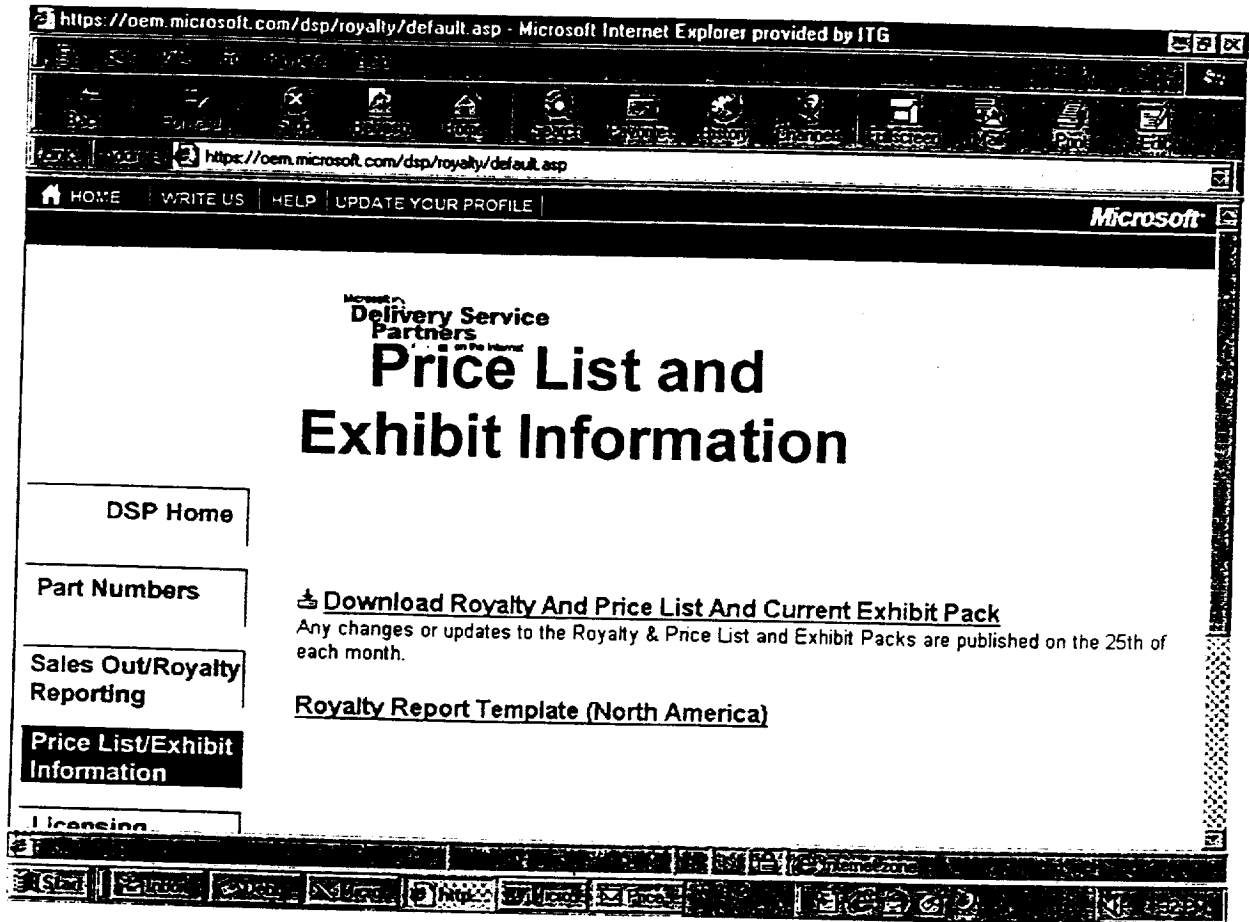
HIGHLY CONFIDENTIAL

038526

How to Access Royalty and Price List/Exhibits

Price List and Exhibit Information is updated by the 25th of the month on the OEM Distributor Web Site, also known as the Delivery Service Web Site.

Here is an example of the Price List and Exhibit Information home page.



HIGHLY CONFIDENTIAL

038527

Product Destruction Guidelines

Circumstances may arise in which MS notifies you that Products in your inventory need to be destroyed. Examples of such circumstances are:

- A Product is being recalled or withdrawn
- Product does not conform to the limited warranty in the SB Distribution Agreement
- The Agreement is terminated or expires without renewal

Upon Product destruction notification, please use the following guidelines:

1. Identify a company who can perform and properly certify Product destruction. MS must approve this third-party company.
2. Upon approval of such company by MS, negotiate terms and timing of destruction.
3. Once destruction is complete, the third party company must provide auditable certification or a Certificate of Product Destruction.
4. Following this process, it is very important that you do the following:
 - a) Make a photocopy of the Certificate and send it to MS for their records.
 - b) Keep the original copy of the Certificate for at least three (3) years in order to comply with Section 15 (Records, Audits and Inspections) of the Agreement.

HIGHLY CONFIDENTIAL

038528

Filename: OEM Distributor Customer Service Guide
Directory: C:\windows\TEMP\TD_0001.DIR
Template: C:\Program Files\Microsoft Office\Templates\Normal.dot
Title:
Subject:
Author: Microsoft
Keywords:
Comments:
Creation Date: 04/13/99 10:20 AM
Change Number: 201
Last Saved On: 04/15/99 7:00 PM
Last Saved By: Peggy See
Total Editing Time: 245 Minutes
Last Printed On: 04/23/99 9:47 AM
As of Last Complete Printing
Number of Pages: 60
Number of Words: 11,035 (approx.)
Number of Characters: 62,905 (approx.)

HIGHLY CONFIDENTIAL

038529