

Microsoft Licensing, Inc.
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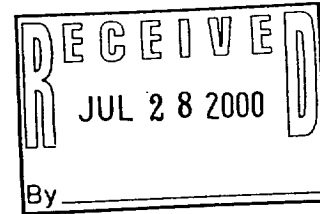


A Microsoft Subsidiary

Microsoft®

July 27, 2000

TECH DATA PRODUCT MANAGEMENT INC
5350 Tech Data Drive
CLEARWATER, 34620
United States
Attn: David R. Vetter, VP & General Coun.



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Re: Microsoft OEM Distributor Agreement ("Agreement") between MICROSOFT LICENSING INC., ("MS"), and TECH DATA PRODUCT MANAGEMENT INC ("COMPANY"), dated 01-Aug-99, MS License Number 5117580029 -Notice of New Deadline time for weekly reporting submission

Dear David R. Vetter, VP & General Coun.:

This letter is to notify you of a change in the deadline time for submission of your weekly sales and inventory reporting requirements as described in the Microsoft OEM Distributor Customer Service Guide.

Effective August 4, 2000 the deadline for your weekly report submission will be 12:00 pm (noon) Pacific Standard Time each Friday. Reports submitted after this time will be considered non-compliant and will affect any Performance Rebate that may be in place for your region.

If you have any questions, please contact your Account Manager.

Sincerely,

Microsoft Licensing, Inc.

cc: Wanda Sommer, Microsoft OEM Sales
Lisa Burns, Microsoft Corporation
Microsoft Corporation Law and Corporate Affairs
OEM Accounting Services

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MICROSOFT OEM DISTRIBUTOR AGREEMENT

#5113450364 dated July 1, 2000

ORIGINAL

with TECH DATA PRODUCT MANAGEMENT INC , a corporation of Florida, USA

This Microsoft OEM Distributor Agreement (the "Agreement") between MICROSOFT LICENSING INC., a Nevada, U.S.A. corporation, ("MS"), and the company named above ("COMPANY") is effective as of the date set forth above ("Effective Date").

The parties agree that:

1. DEFINITIONS

- (a) "Authorized Replicator" or "AR" means MS or an entity licensed by MS to manufacture and fulfill COMPANY's orders for the Product. A list of ARs shall be delivered to COMPANY in printed form or posted on the OEM Distributor Web Site, and may be updated from time to time.
- (b) "Certificate of Authenticity" or "COA" means the label with special security features that is included in the Complete Unit.
- (c) "Complete Unit(s)" means a unit that contains all Product software, hardware, Certificates of Authenticity and other Product materials, as applicable.
- (d) "Computer Hardware" means a computer system or computer system component that meets the requirements of the SB Distribution Agreement for a particular Product.
- (e) "Customer Service Guide" or "Microsoft OEM Customer Service Guide" or "CSG" means reporting, logo usage, operational, hardware Product ordering and returns, and other guidelines and information that MS provides and may update from time to time. MS shall deliver to COMPANY the current CSG in printed form or posted on the OEM Distributor Web Site.
- (f) "Eligible Sub-Distributor(s)" means any entity identified by MS that is authorized to acquire from Distributors, and redistribute to SBs in the Territory, unopened Packages of Product pursuant to a Sub-Distribution Agreement. MS shall deliver to COMPANY a list of Eligible Sub-Distributors in printed form or posted on the OEM Distributor Web Site, and MS may update the list from time to time.
- (g) "Exhibits" mean the Exhibits to this Agreement listed in Section 21, which MS may update from time to time. The current Exhibits for each month during the term of this Agreement shall be posted on the OEM Distributor Web Site.
- (h) "Government Procedure(s)" means any government actions that may be necessary for COMPANY's performance under this Agreement.
- (i) "Logo Usage Guidelines" mean the logo usage guidelines that MS provides and may update from time to time. MS shall deliver to COMPANY the current Logo Usage Guidelines in printed form or posted on the OEM Distributor Web Site.
- (j) "Microsoft OEM Distributor" or "Distributor" means an entity licensed by MS to distribute Product to System Builders and Eligible Sub-Distributors, if any.
- (k) "Microsoft OEM System Builder Web Site" or "MOSB Web Site" means the web site maintained by MS for communication of Product, program and other information to SBs. MOSB is accessible at <https://oem.microsoft.com/> or such other URL address as MS may provide from time to time.
- (l) "MSCORP" means Microsoft Corporation, a Washington, U.S.A. corporation.
- (m) "OEM Distributor Web Site" means the web site maintained by MS for communication of notices, updates and other information to COMPANY in connection with this Agreement. The OEM Distributor Web Site is accessible at <https://oem.microsoft.com/dist/> or such other URL address as MS may provide from time to time.
- (n) "Package" means a container consisting of unit(s) of Product to which an SB Distribution Agreement is affixed, or any other configuration as MS may provide.
- (o) "Principal Language Version(s)" means the principal language version(s) of Product(s) specified in the Royalty and Price List that may be ordered from an AR on an if and as available basis.
- (p) "Prior Agreement" means any prior Microsoft OEM Distributor Agreement between MS and COMPANY for the same Territory.
- (q) "Product" means the System Builder version of a Microsoft® product that an AR makes available to COMPANY in a Package, including, where applicable, the specified user documentation. COMPANY may order from the AR the listed language versions of Products on the Royalty and Price List.
- (r) "Product Release" means a release of Product which MS designates as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx] or a change in the annual identifier (e.g., 96 or 1996).
- (s) "Related Company" means any company directly or indirectly under common majority ownership and/or control as COMPANY, including without limitation, a corporate parent, subsidiary or affiliate of COMPANY.
- (t) "Royalty and Price List" means the list of Products, corresponding royalties and prices, and other information that MS provides and may update from time to time. MS shall post on the OEM Distributor Web Site the current Royalty and Price List for each month.
- (u) "SB Distribution Agreement(s)" means the license agreement(s) between MS and an SB, which governs the preinstallation and/or distribution of Product by the SB. SB Distribution Agreement(s) may be in the form of break-the-seal agreements affixed to the exterior of a Package, signed agreement(s), or in such other form that MS may provide, and update from time to time. MS shall deliver to COMPANY a sample copy of an SB Distribution Agreement in printed form or posted on the OEM Distributor Web Site.
- (v) "Sub-Distribution Agreement(s)" means the license agreement between MS and an Eligible Sub-Distributor that governs the distribution of Product by the Eligible Sub-Distributor.
- (w) "Supplier(s)" means any entity (e.g., MSCORP) that licenses or otherwise supplies MS with Products or portions thereof for MS to redistribute and sublicense.
- (x) "System Builder" or "SB" means an original equipment manufacturer, assembler, reassembler and/or software preinstaller of Computer Hardware intended for resale for value to an unrelated end user purchaser in accordance with the SB Distribution Agreement.
- (y) "Territory" means the geographic territory specified in the Royalty and Price List(s) to or within which COMPANY may distribute Product under this Agreement.
- (z) "Unopened Package(s)" means a Package with the SB Distribution Agreement and all Package seals intact.

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(aa) "Update Release" means a release of Product that MS designates as an increase in the digit(s) to the right of the tenths digit in the Product version number [x.x(x)].

(bb) "Version Release" means a release of Product which MS designates as an increase in the tenths digit in the Product version number [x.x(x)].

2. LICENSE GRANT AND CONDITIONS

(a) MS grants to COMPANY the non-exclusive limited rights to acquire and distribute Packages as follows:

(i) COMPANY shall acquire Packages only from ARs;

(ii) COMPANY shall distribute Packages only to SBs and Eligible Sub-Distributors located in the Territory or to other entities that MS authorizes in writing to COMPANY;

(iii) COMPANY shall distribute Packages only to addresses in the Territory;

(iv) The current Royalty and Price list must contain the Product, including the Product Release and language version; and

(v) Except as specifically permitted by Sections 2(b) and Exhibit H, COMPANY shall distribute Product only in Unopened Packages. COMPANY shall not alter Products or Product Packages and shall not make, or cause to be made, copies of Product software or documentation.

(vi) COMPANY shall not reverse engineer, decompile or disassemble any Product except as permitted by applicable law without the possibility of contractual waiver.

(vii) COMPANY shall not distribute Product to an Eligible Sub-Distributor if COMPANY has reason to believe that the Eligible Sub-Distributor is in breach of its Sub-distribution Agreement or that MS has suspended or terminated the rights of the Eligible Sub-Distributor to acquire Products. MS reserves the right to suspend or terminate the authorization of an Eligible Sub-Distributor for any reason.

(viii) COMPANY shall not distribute Product to an SB if COMPANY has reason to believe that the SB is in breach of the SB Distribution Agreement.

(ix) COMPANY shall comply with the provisions in the Royalty and Price Lists and the Exhibit(s) and other attachments(s), if any, to this Agreement as may be updated or incorporated into this Agreement from time to time.

(x) Product acquired by COMPANY under the Prior Agreement and in inventory as of the Effective Date of this Agreement may be distributed by COMPANY pursuant to the terms and conditions of this Agreement.

(b) If COMPANY distributes Product as an SB, COMPANY agrees to comply strictly with the applicable SB Distribution Agreement.

(c) MS reserves the right to distribute Product directly to any SB at MS' sole discretion.

(d) MS reserves all rights not expressly granted herein.

3. PRODUCT DISTRIBUTION

(a) COMPANY shall warehouse Product as necessary for timely fulfillment of orders placed by SB(s) and Eligible Sub-Distributors. COMPANY shall maintain a level of security sufficient to prevent loss or unauthorized distribution of Product (including COAs). If COMPANY fails to account for distribution of Licensed Product delivered to COMPANY, COMPANY shall pay MS for such missing Product less undistributed Product which can be shown to

the reasonable satisfaction of MS to have been destroyed by COMPANY or lost to fire, flood or equivalent.

(b) COMPANY shall physically separate and separately account for all Product that COMPANY acquires pursuant to this Agreement. COMPANY shall not commingle such Product or accounts with Microsoft® product(s) that COMPANY acquires pursuant to any other license or distribution agreement with MS or MSCORP, if any.

(c) COMPANY shall maintain an order tracking system allowing complete and accurate tracking of sales information for shipments of each Product to each SB and Eligible Sub-Distributor. Upon request from MS, COMPANY shall promptly deliver to MS additional inventory and other information in such detail and format as MS may reasonably require.

(d) COMPANY shall provide to SBs and Eligible Sub-Distributors a telephone number (which shall be toll-free if such service is available at a commercially reasonable cost), staffed with employees who shall provide full customer service during standard business hours on all business days. In addition, COMPANY shall maintain sufficient, properly functioning 24-hour fax lines.

(e) If commercially reasonable, COMPANY shall publish and maintain a COMPANY web site that promotes COMPANY's participation in the Microsoft OEM System Builder Program, with a web link to the MOSB Web Site. COMPANY shall register on both the OEM Distributor Web Site and the MOSB Web Site.

(f) COMPANY acknowledges that MS may impose reasonable Product order limits and/or Product inventory limits and require the AR to limit or refuse to fill orders for Product in quantities beyond those which, in MS' opinion, COMPANY will be able to distribute within a reasonable time frame and in compliance with the terms (including timely payment) of this Agreement. COMPANY further acknowledges that MS may suspend COMPANY's license rights hereunder and/or require AR to limit or refuse to fill COMPANY's orders upon any default by COMPANY of this Agreement or any other agreement between COMPANY and MS, or upon default by a Related Company of any agreement between MS or MSCORP and such Related Company.

(g) MS may make available to COMPANY confidential lists of current or potential SBs in the Territory. Subject to applicable local data protection laws and regulations, such lists or any portion thereof may be used by COMPANY only in connection with promotion and sales of Products by COMPANY pursuant to this Agreement and for no other purpose.

(h) From time to time MS may elect to offer combinations of Products that consist of two or more component Products. Some component Products may be available separately from an AR and will be identified in the Royalty and Price List.

(i) COMPANY warrants that all necessary Government Procedures related to this Agreement shall be complete before it orders or takes delivery of any Product from an AR, or distributes any Product to SBs or Eligible Sub-Distributors.

4. PRODUCT RETURNS

(a) MS will not accept returns of Products from COMPANY, except as specifically set forth in this Agreement and the Exhibits.

(b) Nonconforming Product; Recalls and Withdrawals.

(i) COMPANY shall accept returns of Unopened Packages and Complete Units from SB's and Eligible Sub-Distributors as directed by MS if the Product does not conform to the limited warranty in the SB Distribution Agreement or MS recalls or

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(ii) COMPANY shall, at MS' option, issue credit to the SB's account or replace any such Product.

(iii) COMPANY shall deliver such Products to a third party designated by MS for destruction, or, at MS' option, ship the returned Product units to MS or a third party designated by MS. COMPANY shall certify to MS that such product was destroyed or shipped, as applicable.

(iv) From time to time, MS may direct COMPANY to execute a Product recall, withdrawal, or similar action due to reasons outside of MS' and COMPANY's control. If such action is executed by COMPANY in compliance with directions from MS, MS shall pay for reasonable shipping and destruction costs.

(v) If MS recalls, withdraws or suspends distribution of a Product, COMPANY shall immediately cease distribution of such Product upon notice from MS. COMPANY shall indemnify MS and its Suppliers from and against all damages, costs and expenses, including reasonable attorneys' fees, if COMPANY continues to distribute such Product after MS has notified COMPANY to cease distribution of such Product.

(c) COMPANY may accept returns if:

(i) an SB or Eligible Sub Distributor refuses and returns the Unopened Package within a reasonable time after receipt; or

(ii) a Complete Unit is incomplete or defective in Product media and/or Product materials.

COMPANY shall promptly obtain or arrange for replacement units of Product from the AR in accordance with policies of such AR and MS.

(d) COMPANY may replace Product returned by SBs or Eligible Sub-Distributors under Sections 4(b) or 4(c)(ii) from COMPANY's updated Product inventory. COMPANY shall not accrue a royalty for such replacement Product promptly shipped by COMPANY to SBs and Eligible Sub-Distributors.

(e) If COMPANY issues a credit to SBs or Eligible Sub-Distributors for returned Product under Sections 4(b) or 4(c), COMPANY may claim a royalty offset based on the royalty rate originally reported by COMPANY for such Product.

5. INTELLECTUAL PROPERTY NOTICES

(a) COMPANY shall undertake no action that will infringe, interfere with or diminish MS' or its Suppliers' rights, title and/or interest in any intellectual property rights owned or held by MS or its Suppliers. Without limiting the generality of the preceding sentence, COMPANY shall not manufacture, reproduce, install or distribute, for itself or for a third party, any Product or Product component except as permitted pursuant to this Agreement or a current and valid license for such Product or Product component.

(b) COMPANY will not remove, modify, or obscure any copyright, trademark, patent, or mask work notices that appear on the Product as acquired by COMPANY. COMPANY recognizes that MS or its Suppliers may seek patent registration for the Product.

(c) COMPANY shall market the Product only under the Product name(s) and version number for such Product provided to COMPANY. COMPANY shall use the appropriate trademark, product descriptor and trademark symbol (either "TM" or "®"), and clearly indicate MS' or its Suppliers' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in any other manner in connection with the Product. COMPANY shall not, at any time, use any name or trademark confusingly similar to a MS or its Suppliers' trademark, trade name and/or product name. COMPANY shall undertake no action that

will interfere with or diminish MS' or its Suppliers' right, title and/or interest in MS' or its Suppliers' trademark(s), trade name(s) or Product name(s). COMPANY shall, upon request, provide MS samples of all COMPANY marketing literature that uses Product name(s) or otherwise describes the Product.

(d) COMPANY may use or display MS or MSCORP logos only as specifically described in the Logo Usage Guidelines. Upon termination of this Agreement, COMPANY shall immediately stop using all MS and MSCORP names, trade names, trademarks, and logos.

(e) COMPANY authorizes MS, its Suppliers and subsidiaries to publish COMPANY's name, trade names, trademarks, and logos in connection with COMPANY's participation in the Microsoft OEM System Builder Program. MS, its Suppliers and its subsidiaries shall not modify such names, trade names, trademarks and logos. COMPANY shall provide artwork for COMPANY's logos, in printed and/or electronic form, upon request from MS.

6. ANTIPIRACY

(a) COMPANY shall promote and encourage legal distribution and use of genuine MS or MSCORP software and hardware products in the Territory, and shall reasonably cooperate in the detection, suppression, prevention and prosecution of unlawful or unauthorized manufacture, distribution and/or use of MS or MSCORP products or any component thereof (e.g., Product software on external media, Certificates of Authenticity, etc.) in the Territory. COMPANY also shall provide reasonable support for MS' and MSCORP's anti-piracy education efforts, including without limitation, distribution of anti-piracy literature and other information that MS may provide, and endorsement of anti-piracy education events sponsored by MS or MSCORP or organizations of which MS or MSCORP is a member. COMPANY shall use reasonable efforts to educate its employees and customers to prevent and discourage unlawful or unauthorized manufacturing, distribution and/or use of MS or MSCORP products, and may request MS to provide general supporting anti-piracy materials and literature, if available.

(b) This Agreement authorizes COMPANY to distribute only genuine Products as acquired from an AR. COMPANY shall not acquire or distribute any MS or MSCORP products or any component of such products that COMPANY knows, has reason to know, or suspects have been manufactured, assembled and/or distributed in a manner not authorized by MS or MSCORP.

7. ROYALTY AND PRICING

(a) COMPANY shall pay to MS the applicable royalty or price as shown in the then current Royalty and Price List for Product shipped by COMPANY. MS reserves the right to modify royalties and/or prices on the Royalty and Price List upon notice to COMPANY. Changes to the Royalty and Price List shall be effective as of the effective date specified on the Royalty and Price List.

(b) COMPANY shall pay royalties paid on a calendar month basis unless otherwise authorized by MS. COMPANY shall pay royalties to MS by forty five (45) days from the end of the month in which Product was shipped. MS may assess a one percent (1%) monthly finance charge on all amounts that are past due, including receipts for foreign taxes withheld in accordance with Section 8(e). COMPANY shall pay charges from AR under the terms offered by AR. COMPANY's obligations to pay MS royalties and charges from AR are unconditional. If COMPANY fails to meet payment terms or reporting requirements, MS may hold all pending COMPANY orders or terminate this Agreement.

(c) Unless otherwise indicated by MS in the Royalty and Price List or by separate notice to COMPANY, if a Product is removed from

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the Royalty and Price List, COMPANY may continue to distribute such Product until the earlier of (i) COMPANY's inventory is exhausted; (ii) a final shipment date advised by MS, or (iii) the date this Agreement (including any extensions or successor agreements) terminates or expires. After MS removes a Product from the Royalty and Price List, COMPANY may not place new orders for such Product from ARs, unless separately authorized by MS. The royalty rate for such Product shall be as indicated on the last Royalty and Price List that included such Product.

(d) Royalties exclude any charges by AR for Product ordered by COMPANY. Royalties and prices also exclude any taxes, duties, fees, excises or tariffs imposed on any of COMPANY's activities in connection with this Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be paid by COMPANY.

(e) In addition to MS' other remedies, for any Product distributed by COMPANY in a manner inconsistent with the terms of this Agreement or the SB Distribution Agreement, as applicable, MS may charge COMPANY an additional royalty or price equal to thirty percent (30%) of the highest royalty or price stated for the Product in the Royalty and Price List. COMPANY shall pay such additional royalty or price within thirty (30) days of receipt of MS' invoice.

8. REPORTS AND PAYMENT

(a) COMPANY shall appoint an employee or employees to fulfill the following functions: (i) an asset manager ("Inventory/Pricing Administrator") who shall access and download notices, Exhibit, Royalty and Price List and other updates, and other information posted on the OEM Distributor Web Site in connection with this Agreement and shall manage all royalty and inventory-related reporting and responsibilities; (ii) a program manager ("Program Administrator") who shall be the primary liaison between COMPANY and MS for internal and external promotion of Products, including any applicable performance rebate programs, and (iii) a sales reporting manager ("Sales Reports Administrator") who shall manage all reports related to the customer sales of Product under the Agreement. COMPANY shall indicate the name and email address for the person(s) responsible for these functions in Exhibit N, which COMPANY may change from time to time.

(b) COMPANY agrees to submit to MS royalty, inventory and sales reports (and such additional reports as MS may require) for such periods and in such language and format as described in the then current CSG, or as MS otherwise may provide from time to time.

(c) COMPANY shall submit all royalty reports to MS within ten (10) days after the end of each calendar month, and all other reports to MS as specified in the then current CSG. COMPANY shall submit all final reports within five (5) days of when this Agreement terminates or expires. COMPANY shall send all reports and make royalty payments to MS as specified in Exhibit N. A duly authorized officer or director of COMPANY shall certify that each report is a complete and correct.

(d) If COMPANY acts as an SB and distributes individual units of Product with Computer Hardware to other SB's, COMPANY shall report a per unit royalty on COMPANY's royalty report for each unit of Product distributed. COMPANY shall separately indicate in its sales reports using the correct single-unit reporting part number, in the format described in the then current CSG, the data on each SB to which COMPANY distributed Product.

(e) If income taxes are required to be withheld by any non-U.S.A. government on payments to MS required hereunder, provided that COMPANY promptly delivers to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S.A. Foreign Tax Credit, COMPANY may deduct such taxes

from the amount owed MS. COMPANY shall pay them to the appropriate tax authority. COMPANY will make certain that any taxes withheld are minimized to the extent permitted by the applicable law.

(f) If COMPANY's monthly royalty reports or royalty payments are not received by MS in compliance with the Agreement, COMPANY authorizes MS to bill COMPANY, and COMPANY agrees to pay MS upon receipt of invoice, royalties on all Product in inventory and for all Product acquired based on reports submitted to MS by the AR(s) for the subject month. For the first instance of a noncompliant royalty report or royalty payment, COMPANY shall have an additional 5 days to correct such noncompliance. If MS does not receive a second royalty report or royalty payment in compliance with the Agreement, at MS' option, COMPANY shall pay MS based on reports submitted to MS by the AR(s) for all subsequent months during the term of this Agreement. MS' monthly billing of COMPANY based on reports submitted by the AR(s) shall not relieve COMPANY of any reporting or payment obligations under the Agreement.

(g) After review of COMPANY's financial condition and overall credit worthiness, MS may require COMPANY to pay MS an initial payment amount ("Initial Payment Amount") equal to estimated Product royalties for the first quarter of the Agreement in order to secure COMPANY's performance under this Agreement, provided that MS shall advise COMPANY of such requirement prior to execution of this Agreement. COMPANY shall not recoup the Initial Payment Amount against royalties due to MS or apply it against payments to any AR. If COMPANY has complied with all material terms of this Agreement, the Initial Payment Amount (net of deduction or set-off for any outstanding amounts due MS) will be refunded to COMPANY within forty-five (45) days of COMPANY's final royalty report and payment for Products distributed during the term of this Agreement.

(h) If requested by MS after review of COMPANY's financial condition, payment history and overall credit worthiness, COMPANY shall provide MS with a third party guarantee, performance bond, letter of credit, prepayment of royalties, or other security to ensure COMPANY's performance under this Agreement. COMPANY will provide, upon request from MS, periodic updated financial statements during the term of this Agreement.

(i) If MS has reasonable grounds for concern about COMPANY's performance of any of its obligations under this Agreement or any other agreement(s) between COMPANY or a Related Company and MS or MSCORP (including without limitation, proper distribution of Product acquired under this Agreement, timely and compliant reporting and payment of Product royalties), MS may demand COMPANY to provide adequate written assurances of due performance. Until such written assurances are received and acceptable to MS, MS may suspend COMPANY's license rights and/or require AR to refuse to fill COMPANY's orders.

(j) If a payment or report date occurs on a weekend or local business holiday, then such payment or report shall be due on the first prior business day, unless otherwise authorized by MS.

(k) Upon notice to COMPANY, MS may require COMPANY to pay the Product royalties to an intermediary and/or upon delivery of Product to COMPANY.

(l) Unless otherwise authorized by MS, COMPANY shall have thirty (30) days from MS notice to implement changes to reports and/or submit additional reports as required by updates to the CSG or as MS otherwise may provide notice to COMPANY.

(m) All payments (i) shall be paid only in U.S. dollars regardless of any regulation or statute in any jurisdiction which purports to affect such obligation, and (ii) shall not be satisfied by any tender, or any

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recovery pursuant to any judgment, which expressed in or converted by MS to any currency other than the full amount of U.S. dollars payable pursuant to this Agreement.

9. RECORDS, AUDITS AND INSPECTIONS

(a) During the term of this Agreement and for three years thereafter, COMPANY shall maintain at its principal administrative facilities all appropriate internal books and records relating to performance of this Agreement, including without limitation, documents related to destruction of Product pursuant to Section 4(b)(iii). MS may audit and/or inspect applicable COMPANY records and facilities in order to verify COMPANY's compliance with the terms of this Agreement. An independent certified public accountant selected by MS (other than on a contingent fee basis) shall conduct the audit. The audit team shall conduct the audit and/or inspection during regular business hours at COMPANY's facilities, with or without notice.

(b) COMPANY shall provide the audit or inspection team with access to all records and/or facilities so that the team may complete a proper and thorough audit or inspection.

(c) Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit or inspection. MS shall pay for any such audit unless material discrepancies are disclosed. "Material" means a breach of Section 2(a), or the lesser of Ten Thousand Dollars (US\$10,000.00) or five percent (5%) of the amount that COMPANY reported. If the audit discloses material discrepancies, COMPANY agrees to pay MS for the costs associated with the audit. Further, COMPANY shall pay MS an additional royalty or price of thirty percent (30%) of the applicable royalty for each Package and/or unit of Product COMPANY failed to report.

10. LIMITED WARRANTY

(a) The only warranties made by MS or its Suppliers for the Product are those warranties provided in the SB Distribution Agreement, if any.

(b) Neither MS nor its Suppliers makes any warranties as to defects in media or materials of Product not manufactured by MS or its Suppliers. Such warranties, if any, shall be made by the AR that manufactured such Product.

(c) THE ABOVE REFERENCED LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES OF MS AND ITS SUPPLIERS.

(d) Other than providing a COMPANY warranty to the SB and Eligible Sub-Distributors with respect to Product materials, COMPANY shall have no right to make any representations or warranties for Product(s). COMPANY shall also make no representations or warranties on behalf of or in the name of MS or its Suppliers. COMPANY agrees to indemnify and hold harmless MS and its Suppliers from all expenses that MS and/or its Suppliers may incur in connection with any warranty or representation by COMPANY.

11. COPYRIGHT AND TRADEMARK INFRINGEMENT

(a) MS shall defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Product(s) infringe any copyright enforceable in any Included Jurisdictions (defined in Section 11(c)); or (ii) the

Product name(s) or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in the Included Jurisdictions; provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.

(b) Neither MS nor its Suppliers shall have any liability for any infringement claim (including, without limitation, Indemnified Claims) based on COMPANY's (i) distribution or use of any Product after MS' notice that COMPANY should cease distribution or use of such Product; or (ii) combination of a Product with a non-MS product, program or data; or (iii) adaptation or modification or any Product. For all claims described in this Section, COMPANY agrees to indemnify and defend MS and its Suppliers from and against all damages, costs and expenses, including reasonable attorneys' fees.

(c) Neither MS nor its Suppliers shall have any obligation to COMPANY for any infringement claim which arises outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, and Norway ("Included Jurisdictions").

12. LIMITATION OF LIABILITY AND REMEDY

(a) COMPANY agrees that MS and its Suppliers shall not be liable for any consequential, incidental, indirect, economic or punitive damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, distribution or inability to use or distribute the product(s) even if MS and/or its Suppliers have been advised of the possibility of such damage. In no event shall MS' and its Suppliers' liability under this Agreement (including Section 10) or any transaction contemplated by this Agreement exceed one hundred percent (100%) of the amount having actually been paid by COMPANY to MS hereunder. COMPANY releases MS and its Suppliers from all obligations, liability, claims or demands in excess of the limitation.

(b) The rights and remedies granted to COMPANY under Sections 10, 11 and 12 constitute COMPANY's sole and exclusive remedy against MS, its Suppliers, and their officers, agents and employees for any and all claims arising in connection with this Agreement, including but not limited to claims regarding delivery of Product(s), or indemnification or contribution from MS with respect to any infringement of the rights of a third party, whether arising under statutory or common law or otherwise.

13. TERM

(a) This Agreement shall run from the Effective Date through June 30, 2001 ("Expiration Date"). MS may also provide COMPANY an extension to the term of this Agreement upon written or electronic notice to COMPANY. COMPANY agrees that COMPANY's acquisition of Product during such extension shall signify its consent to the extension. Both parties agree to be bound by the terms of any such extension notification and acceptance.

(b) If (i) Neither COMPANY nor MS terminates this Agreement, (ii) MS has not suspended COMPANY's distribution rights, and (iii) COMPANY and MS do not enter in a successor to this Agreement, then this Agreement shall be automatically extended for a period of thirty (30) days from the Expiration Date for the limited purpose of allowing COMPANY to distribute inventory of Product ("Limited Purpose Extension"). During the Limited Purpose Extension, COMPANY may distribute Product inventory in accordance with the Agreement, provided, however, COMPANY shall not have rights to acquire Product from an AR. COMPANY shall comply with all payment and reporting requirements of the Agreement for Product distributed during the Limited Purpose Extension.

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Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

Tracking Number: 5122760010-0

(c) Nothing contained herein shall create an express or implied obligation to renew or extend this Agreement or to continue the parties' relationship on the same terms contained herein. The number of renewals notwithstanding, this Agreement is and shall always be interpreted as a fixed term agreement and not as an indefinite term agreement.

14. DEFAULT AND TERMINATION

(a) MS may immediately terminate the Agreement if any of the following events of default occur: (i) if COMPANY breaches Sections 2(a), 4(b), 5, 7(a), 7(b), 7(c), 8, 9, 16, or 20(e); (ii) if COMPANY becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors, (iii) if any other Agreement between MS and COMPANY terminates because of COMPANY's default, or (iv) if any agreement between MS or MSCORP and a Related Company terminates because of such Related Company's default. Each breach of a provision of the Agreement shall be a separate event of default. Termination shall be effective upon notice to COMPANY, or, in case of termination pursuant to Section 14(a)(ii), as soon thereafter as is permitted by applicable law.

(b) Notwithstanding Section 14(a), MS or COMPANY may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice.

(c) COMPANY hereby waives any right it may have under applicable law or regulation to require MS to seek the approval, order, decision or judgment of any court or government agency before MS may suspend or terminate any rights granted to COMPANY under this Agreement.

(d) COMPANY's distribution and other license rights hereunder immediately shall be suspended without further action by MS if and as of the day COMPANY becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors.

15. RIGHTS AND OBLIGATIONS UPON SUSPENSION, EXPIRATION OR TERMINATION

(a) When this Agreement terminates or expires (subject to the Limited Purpose Extension described in 13(b), if applicable), COMPANY shall cease distribution of Product and all of COMPANY's license rights herein shall cease. Sections 5(a), 9, 10, 11, 12, 15, 16, 18, 20 of this Agreement shall survive termination or expiration of this Agreement.

(b) When this Agreement terminates or expires (subject to the Limited Purpose Extension described in 13(b), if applicable), COMPANY shall return to MS or its designee, or at MS's direction destroy, all Product inventory, papers, materials, and other property of MS received or held by COMPANY pursuant to this Agreement. Each party shall assist the other in effecting an orderly termination of the business affairs contemplated hereunder. There shall be no refund, credit, or adjustment for amounts paid for Product(s) returned to MS or destroyed by COMPANY in accordance with this Section.

(c) If COMPANY's distribution rights are suspended or the Agreement expires or is terminated, MS may take any such actions as may be advisable to prevent unauthorized distribution of Product(s) then in inventory and to ensure timely return or destruction of such Product(s).

(d) COMPANY expressly agrees that, except as otherwise expressly set forth in this Agreement, the termination or expiration of this Agreement in accordance with its terms shall not cause MS or any of its Suppliers to pay any indemnification, severance or termination payment or benefit to COMPANY, any of COMPANY's Suppliers. If MS or any of its Suppliers are required by law, court order or otherwise to pay to COMPANY or any of its subsidiaries or affiliates, or third party, any compensation, severance pay or benefit other than as set forth in this Agreement (the "Foreign Benefits"), COMPANY shall indemnify and hold harmless MS and/or the relevant Supplier from any such payment as well as from any reasonable costs and expenses (including, but not limited to, attorneys' fees and expenses) incurred by them in connection with their involvement in any judicial or administrative proceeding in connection thereto in any Foreign Jurisdiction (the Foreign Benefits, together with any costs and expenses indemnifiable by COMPANY pursuant to this paragraph referred to collectively as the "Indemnifiable Payments"). COMPANY irrevocably authorizes MS (i) to set off against the payment of the obligations of MS under this Agreement, the amount of any and all Indemnifiable Payments, and (ii) to hold, pending final determination of the amount of the Indemnifiable Payments, the payment of the obligations of MS under this Agreement as security for the payment of all Indemnifiable Payments by COMPANY to MS and/or its relevant subsidiary or affiliate, if MS, in its sole discretion, determines that there are reasonable grounds to believe that MS or any of its subsidiaries or affiliates is or will be required to pay any Indemnifiable Payment.

16. NONDISCLOSURE AGREEMENT

COMPANY shall keep confidential: the terms of the Agreement, and any other non-public information and know-how disclosed to COMPANY by MS or MSCORP or any of their subsidiaries, including without limitation, any and all information made available on the OEM Distributor Web Site, information concerning current and potential SBs, any and all MS and MSCORP product royalty and price information, the terms and conditions of any proposed (or actual) agreement concerning MS and MSCORP products, license negotiations, as well as any information or correspondence relating to released or unreleased MS and MSCORP software or hardware products, the marketing or promotion of any MS and MSCORP product, and MS' and MSCORP's business policies or practices). However, COMPANY may disclose the terms of the Agreement in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPANY's business.

17. NOTICES AND REQUESTS

(a) All notices, authorizations and requests from MS to COMPANY, including but not limited to notification of suspension or termination of an SB's or Eligible Sub-Distributor's authorization to acquire Product, and updated and/or new Exhibits and Royalty and Price List(s), may be given, at MS' option, (i) by posting to the OEM Distributor Web Site, (ii) by electronic mail (email) at the email address listed in Exhibit N, (iii) by facsimile transmission at the fax number listed in Exhibit N and/or (iv) in written form at the address(es) indicated in Exhibit N.

(b) All notices and requests from COMPANY to MS shall be given (i) by facsimile transmission at the fax number listed in Exhibit N, and/or (ii) in written form at the address(es) indicated in Exhibit N Reports and general correspondence (but not notices) from COMPANY to MS, as well as updates to contact information for the individual(s) described in Section 8(a), also may be sent by email to the address listed in Exhibit N, or as otherwise described in the then current CSG.

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Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

Tracking Number: 5122760010-0

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(c) All notices, updates, authorizations, requests and other communications sent pursuant to this Agreement shall be deemed given: (i) if by posting by MS on the OEM Distributor Web Site, on the first day of the calendar month following posting of such communication; (ii) if by facsimile transmission or email, on the day the facsimile or email was transmitted; or (iii) if in written form, on the day (A) deposited in the U.S.A. mail, postage prepaid, certified or registered, return receipt requested, or (B) sent by air express courier, charges prepaid.

(d) COMPANY shall check the OEM Distributor Web Site for updated information at least twice each month, one of which shall be on or after 12:01 a.m. Pacific time zone, U.S.A., on the 26th (twenty-sixth) calendar day of each month. Information posted on the OEM Distributor Web Site is subject to change until the effective date of such information. MS also shall have the right to correct errors in information posted on the OEM Distributor Web Site by sending notice to COMPANY.

(e) COMPANY shall keep all information required in Exhibit N complete and current. Within ten (10) days of any change of any individual, address or other information required in Exhibit N, COMPANY shall notify MS in of such change as set forth in Section 17(b).

18. CONTROLLING LAW; NO FRANCHISE; ATTORNEY'S FEES

(a) This Agreement shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments. This Agreement shall be construed and controlled by the laws of the State of Washington, U.S.A., and COMPANY consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington, U.S.A. Process may be served on either party in the manner set forth in Section 17 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(b) Neither this Agreement, nor any term contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise as defined under the laws of the State of Washington.

(c) If MS or COMPANY employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

19. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

This Agreement, and any rights or obligations of COMPANY hereunder, are personal and nontransferable. They shall not be assigned, sublicensed, or otherwise transferred (whether by contract or operation of law) without MS' prior written approval.

20. GENERAL

(a) This Agreement does not constitute an offer by MS and it shall not be effective until signed by both parties. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. Except as expressly provided for updates to and incorporation of Exhibits and Royalty and Price Lists, the Agreement shall not be modified except by a written agreement signed by both parties. Submission of Product orders to AR(s) or distribution of Product after the effective date of any updates to the Exhibits or Royalty and Price Lists shall constitute COMPANY's acceptance of such updates. Unless agreed to in a separate writing signed by both parties, any statement

appearing as a restrictive endorsement on a check or other document which purports to modify a right, obligation or liability of either party shall be of no force and effect.

(b) This Agreement supersedes any Prior Agreement.

(c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

(d) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(e) COMPANY acknowledges that the Product(s) are of U.S. origin. COMPANY agrees to comply with all applicable international and national laws that apply to these Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

(f) 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 by COMPANY with RESTRICTED RIGHTS in accordance with the SB Distribution Agreement and/or the end user license agreement provided with the Product.

(g) COMPANY shall ensure that its distribution of Product complies with any and all applicable regulations in the Territory, and in the country where COMPANY is legally organized.

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

(i) COMPANY shall, at its own expense, promptly obtain and arrange for the maintenance of Government Procedures. If any Government Procedures have not been completed by COMPANY within sixty (60) days of the Effective Date, MS may immediately terminate this Agreement upon notice to COMPANY.

(j) COMPANY, in performing its obligations under this Agreement, shall comply with all applicable laws, regulations, and orders in effect in the Territory. COMPANY warrants to MS (i) that it has complied, and will comply, with all applicable distribution, bribery, labor and tax laws and regulations in the Territory; and (ii) that it has not made or authorized, and will not make or authorize, directly or indirectly, any offer or payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization, contrary to MS's policies, the laws of the United States (such as the Foreign Corrupt Practices Act) and the laws of the Territory. If COMPANY or any person in its organization fails to comply in all respects with the policy set forth in this Section MS may immediately terminate this Agreement notwithstanding any other provisions in this Agreement, such termination to be effective upon receipt of written notice as defined herein. COMPANY further agrees to indemnify and hold MS harmless from and against all claims or damages arising from any failure to comply with this Section.

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21. EXHIBITS

The following Exhibits, if attached, are part of this Agreement:

- Exhibit B - Sub-Distribution Program
- Exhibit D - Performance Rebate Program
- Exhibit H - Hardware Products
- Exhibit N - Addresses
- Exhibit V - Volume-Based Programs
- Exhibit Z - Additional Country or Regional Provisions

For the most current Exhibits visit - <https://oem.microsoft.com/dist> per Section 17 (d) of the Agreement

The terms of the Exhibit(s) shall supersede any inconsistent terms contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized representatives as of the date set forth above. All signed copies of this License Agreement shall be deemed originals. Each individual signing on behalf of COMPANY below hereby represents and warrants that he or she has full authority to sign this License Agreement and bind his/her respective company to perform all duties and obligations contemplated by this License Agreement. If COMPANY is located in a jurisdiction in which a corporate seal or "chop" is commonly used as an instrument of agreement execution, in addition to the individual signature provided below, COMPANY's seal or "chop" should be entered below COMPANY's signature block.

MICROSOFT LICENSING, INC.

TECH DATA PRODUCT MANAGEMENT INC

Karen Benoit

Elio Levy

By (Signature)

By (Signature)

Karen Benoit

David R. Vetter, VP & Gen. Counsel
Elio Levy

Name (Print)

Name (Print)

Oem Operations Analyst

Senior Vice President Marketing

Title

Title

July 28, 2000

July 14, 2000

Date

Date

COMPANY's seal or "chop"

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EXHIBIT D

PERFORMANCE REBATE PROGRAM

A Performance Rebate Program ("Program") may be offered by MS to encourage COMPANY to promote and expand sales of Product(s) in the Territory. To accomplish this objective, MS may periodically offer COMPANY the opportunity to earn rebates by successfully achieving certain sales objectives described below.

1. Additional Definitions

- (a) "Active Customer" means a unique System Builder that has purchased Microsoft® Product(s) ("Product(s)") from COMPANY (or, if specified, from other OEM Distributors) in the defined Period.
- (b) "BOS" or "Bootable Operating System" means one of the following products or their successor which are acquired and distributed by COMPANY under this Agreement:
 - MS-DOS
 - Windows 9X and/or Windows Millennium Edition
 - Windows NT Workstation and/or Windows 2000 Professional
- (c) "Agreement" means the current Microsoft OEM Distributor Agreement between MS and COMPANY, to which this Exhibit is attached, if and as amended.
- (d) "Period" means a calendar quarter, or such other duration as MS may provide in the RPA.
- (e) "Defined Market Segment" shall be defined by MS at the beginning of a Period and designated by MS in the RPA applicable to such Period, if any.
- (f) "Eligible Products" means BOS, or other individual Products, as designated by MS in an RPA for a Period.
- (g) "OEM Distributors" for purposes of this Exhibit D, means those OEM Distributors with a current Microsoft OEM Distributor Agreement and participating in this Performance Rebate Program within an MS-designated country/region.
- (h) "RPA" means a Rebate Program Attachment applicable to a Period as may be revised from time to time by MS (sample RPA attached to this Exhibit D).
- (i) "Total Revenue" means total royalties paid to MS which have accrued from Eligible Products designated by MS and acquired and distributed under the OEM Distributor Agreement(s).

All other terms shall have the meanings set forth in the Agreement.

2. Sales Objectives

- (a) In one or more Periods, MS may offer COMPANY the opportunity to earn rebate amounts by successfully achieving certain sales objectives ("Sales Objectives") described in this Exhibit. MS is not obligated to offer a rebate in any Period during the term of the Agreement.
- (b) MS may select from the Sales Objectives described below. Sales Objectives will be for one (1) Period and will be determined based upon MS business considerations and communicated via an RPA, such as:
 - **Unit Volume.** Increase the unit sales of Eligible Product - Packages of BOS or Packages of individual Product(s) designated by MS.
 - **Breadth.** Increase the number of Active Customers for Eligible Product - BOS or individual Product(s) designated by MS.
 - **Customer Retention:** Maintain and grow units from a customer set as designated by MS.
 - **Revenue.** Increase total royalties for Eligible Product - BOS or individual Product(s) designated by MS, including without limitation for the following Defined Market Segments or as otherwise described in the RPA:
 - **"System Builder Market Segment".** Increase Total Revenue for Eligible Products, as designated by MS, and accrued from all Active Customers during the defined Period; or
 - **"System Builder Breadth Market Segment".** Increase Total Revenue for BOS, or individual Products, as designated by MS, and accrued from all Active Customers during the defined Period.
- (c) If COMPANY distributes individual units of Product to subsequent SBs or end users pursuant to Section 2(b) of the Agreement, COMPANY shall include and apply such units of Product against the Sales Objectives described in this Exhibit. COMPANY may not claim or apply any such units of Product for any SB incentive or rebate program in the Territory offered by MS or an affiliate of MS at the same time as this Program. COMPANY may not simultaneously claim or apply under the rebate program described in this Exhibit D any units of Product claimed or applied under any other SB incentive or rebate program in the Territory offered by MS or an affiliate of MS.

3. Rebate Amount

MS will designate a rebate amount ("Rebate Amount") for applicable Sales Objectives selected for a Period in which a rebate is offered, in the applicable RPA.

4. Communication of Sales Objectives and Rebate Amounts

Sales Objectives and Rebate Amounts for a Period, if any, will be communicated by MS via e-mail or the Microsoft OEM Distributor Web Site by the first business day following the fifteenth (15th) day of the first calendar month of the applicable Period. Sales Objectives and Rebate Amounts shall be communicated in RPA as attached to this Exhibit and which may be revised from time to time by MS. An RPA will be communicated only for Periods in which a rebate is offered.

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Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

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5. Qualification for Rebate Amount

- (a) Subject to the eligibility requirements described below, MS shall pay the rebate amount to COMPANY for successful achievement of the Sales Objectives for the applicable Period. Rebate attainment shall be based on information from COMPANY's monthly royalty report and/or sales reports. MS shall make the final binding determination whether COMPANY has satisfactorily accomplished Sales Objectives for the applicable Period after receipt of all monthly compliant royalty and sales reports. MS shall give notice to COMPANY of the rebate amount earned in the applicable Period, if any, not later than sixty (60) days after the end of the Period.
- (b) COMPANY shall be eligible to receive the rebate amounts only if (i) COMPANY is in strict compliance with the Agreement during the applicable Period, including without limitation timely reporting and payment of royalties and timely and compliant reporting of sales data, and (ii) COMPANY has an Agreement in effect for the entire Period.
- (c) Reporting compliance is based on three criteria as defined in the CSG:
- On-time;
 - Correct, per the Guidelines and template in the CSG; and
 - Electronically submitted (I-CMODS or EDI).

All three criteria must be met each reporting Period for reporting to be considered compliant. If all reports meet all current compliance requirements as defined above and in the CSG, COMPANY will receive payment of the entire amount of rebate earned. If COMPANY is considered non-compliant, but COMPANY has complied with a portion of the reporting Period, a payment ratio will be applied to the rebate amount which is directly proportionate to COMPANY's compliance during the reporting Period. For example, if the reporting Period is defined as 12 weeks and COMPANY has complied with reporting requirements for 10 of those weeks, COMPANY will receive 83% of the entire rebate that would have been earned if COMPANY had been fully compliant.

6. Payment of Rebate Amount(s)

- (a) The rebate amount(s) earned by COMPANY shall be awarded at MS' option as (i) credits that may be used to offset then-current or future royalties which accrue pursuant to the Agreement (or a successor agreement to the Agreement) or (ii) in the form of a check sent to COMPANY in care of the Rebate Program contact name and address in Exhibit N. Such amounts shall be awarded not later than sixty (60) days after the end of the Period in which the rebate amount was earned. If the Agreement is terminated or expires after completion of a full Period in which a rebate was offered, and no successor agreement is entered into between COMPANY and MS, then MS shall refund to COMPANY the rebate amount earned, less deductions for any outstanding amounts or obligations due to MS under the Agreement, including any compliance discount charge.
- (b) COMPANY shall be solely responsible for payment of taxes, duties, fees, excises or tariffs imposed on any discounts, credits or payments made by MS to COMPANY pursuant to this Program, provided however, MS may withhold and pay to tax authorities such amounts as may be required under applicable state or federal law on discounts, credits or payments made by MS to COMPANY.

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Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

Tracking Number: 5122760010-0

[SAMPLE]

Attachment to Microsoft Licensing Inc. Exhibit D
For (Fill in number by calendar year and quarter: e.g. 2000 Q1)
Performance Rebate Program

Company _____
Country _____
Period _____

MS agrees to pay the following rebate amount as per Exhibit D if COMPANY attains the following Sales Objective(s).

Total Rebate Amount: \$ _____

Sales Objective(s):

1. Unit Volume. Meet or exceed the following Unit Volume for:
 - Bootable Operating Systems (i.e., Windows 2000 Professional, Windows NT Workstation, Windows Millennium Edition, Windows 98, Windows 95 and/or MS-DOS)
Unit Volume: _____ Rebate Amount: _____
 - Windows 9X
Unit Volume: _____ Rebate Amount: _____
 - Windows 2000 Professional/Windows NT Workstation
Unit Volume: _____ Rebate Amount: _____
 - Office 2000 Small Business
Unit Volume: _____ Rebate Amount: _____

2. Breadth. Meet or exceed the following number of Active Customers for:
 - Bootable Operating Systems
Number: _____ Rebate Amount: _____
 - Windows 2000 Professional/Windows NT Workstation
Number: _____ Rebate Amount: _____
 - Windows 9X
Number: _____ Rebate Amount: _____
 - Office 2000 Small Business
Number: _____ Rebate Amount: _____

3. Revenue. Meet or exceed the following Total Royalties for:
 - Bootable Operating Systems
Royalties: _____ Rebate Amount: _____
 - Windows 2000 Professional/Windows NT Workstation
Royalties: _____ Rebate Amount: _____
 - Windows 9X
Royalties: _____ Rebate Amount: _____
 - Office 2000 Small Business
Royalties: _____ Rebate Amount: _____

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EXHIBIT H
HARDWARE PRODUCT(S)

1. The Authorized Replicator for hardware Product(s) is MS. COMPANY orders, shipments, and returns of hardware Product(s) with MS as Authorized Replicator shall be governed by and construed under the laws of the State of Washington, United States of America, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. The following provisions shall apply for hardware Product(s) ordered and acquired from MS as Authorized Replicator, and shall be supplemented and/or updated by the then current CSG.
 - (a) Order processing and fulfillment services for hardware Product(s) currently are provided by UPS Worldwide Logistics. COMPANY shall be notified promptly if MS changes vendors providing such order processing and fulfillment services. Orders for hardware Product(s) shall be made to MS at the addresses listed in the then current CSG.
 - (b) Notwithstanding anything to the contrary contained in the Agreement, full payment of the price indicated in the Royalty and Price List for hardware Product(s) shall be due on the date of order and paid under MS' terms. Payment for hardware Product(s) will be made by wire transfer to MS at the address set forth in Exhibit N. Unless otherwise specified by MS, Product(s) will not be shipped to COMPANY until full payment is received.
 - (d) Prices listed for hardware Product(s) are given on a "EXW" ("Ex Works") basis (per Incoterms, 1990), MS' designated shipping point, as such shipping point is notified to COMPANY by MS. COMPANY is solely responsible for shipping and insurance and all charges therefore, as well as all applicable sales or use taxes or other taxes, import and/or export fees, duties and/or tariffs, and any other taxes, duties or fees of any kind which may be levied in connection with the transactions covered hereby. MS reserves the right to change the foregoing pricing terms and/or shipping terms upon thirty (30) days prior written notice to COMPANY.
 - (e) COMPANY shall promptly arrange for shipment of hardware Product(s) ordered from MS. If COMPANY fails to promptly arrange shipment or otherwise fails to take delivery of the hardware Product(s) ordered from MS within two (2) business days from the date the order is placed, MS reserves the right to (i) cancel the order, or (ii) arrange and dispatch shipment of the hardware Product(s) to COMPANY at COMPANY's sole risk and expense.
 - (f) If COMPANY does not supply inventory reporting to MS per the guidelines in the CSG, all hardware Product(s) distributed by COMPANY to System Builders and Eligible Sub-Distributors shall be reported on COMPANY's royalty reports (with \$0 royalty due) and sales reports as described in the Agreement or in the then current CSG.
 - (g) MS will accept returns of hardware Product(s) only as described below or as described in the then current CSG. MS reserves the right to change the hardware Product(s) returns policy upon thirty (30) days notice to COMPANY.
 - (i) Notwithstanding anything to the contrary contained in the Agreement, if hardware Product(s) sold by COMPANY is defective in Product materials and/or Product media, COMPANY shall replace such hardware Product(s) to an SB or Eligible Sub-Distributor according to replacement guidelines in the then current CSG. COMPANY may claim an offsetting purchase credit for shipment of replacement hardware Product(s) as described in the then current CSG, provided however, the claimed purchase credit shall not exceed one-half of one percent (0.5%) of amounts paid to MS during the previous quarter for purchases of such hardware Product(s). COMPANY may claim the purchase credit no more than one time during a three calendar month period.
 - (ii) COMPANY may return to MS a complete order of hardware Product(s) that was either erroneously placed by COMPANY, or erroneously fulfilled to COMPANY by MS. All returns of hardware Product(s) shall be made to the MS location from which such Product(s) originally was ordered. All returned hardware Product(s) is subject to inspection and approval by MS. Upon approval, MS will issue a credit (less applicable shipping and handling charges if hardware order was erroneously placed by COMPANY) for, or ship replacement for, the returned hardware Product(s).

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Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

Tracking Number: 5122760010-0

EXHIBIT N

ADDRESSES

1. Either party may change address and/or other information set forth in Exhibit N by sending notice of such change to the other party under Section 17 of the Agreement, or as otherwise may be permitted by the Agreement or in the then current CSG.
2. COMPANY shall keep all information required in Exhibit N complete and current. Within ten (10) days of any change of any individual, address or other information required in Exhibit N, COMPANY shall notify MS in writing of such change.
3. If no company ownership or company name change is involved, please write a short letter on your company letterhead including your account number notifying us of the name, address, phone, fax, email or contact name change. Please send this to Microsoft Licensing, Inc at the address for Notices listed below. Alternatively, you may e-mail the notification with ALL the included information to: mslidl@microsoft.com AND oemdisti@microsoft.com

NOTICES:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

Dan Ahlstedt
VP Components
TECH DATA PRODUCT MANAGEMENT INC
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: dahlste@techdata.com

BILL TO:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

COMPANY VAT# (where applicable)

COMPANY Web Site URL:
www.techdata.com

Inventory/Pricing/Royalty Reports Correspondence:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

Sales Reports Correspondence:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

Promotions Correspondence:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

Rebate Program Correspondence:

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

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**COMPANY WAREHOUSES FOR DELIVERY OF MICROSOFT
OEM HARDWARE PRODUCT(S)**

(Provide additional locations on separate page if necessary)

Heather Yardy, Sr. PM
Sr. Product Manager
TECH DATA MANAGEMENT
5350 Tech Data Drive
CLEARWATER, FL 33760
UNITED STATES

Telephone: 813-539-7429
Fax: 813-538-5865
E-mail: hyardy@techdata.com

NOTICES:

MICROSOFT LICENSING, INC.
6100 Neil Road
Reno, NV 89511-1132 U.S.A.
Attn: General Manager
Fax: +1-775-826-0531

With copies to:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399 U.S.A.
Attn: Law & Corporate Affairs
Re: WWSBC (OEM) Sales and Marketing
Fax: +1-425-936-7329

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399 U.S.A.
Attn: Vice-President OEM Sales & Marketing
Re: WWSBC (OEM) Sales and Marketing
Fax: +1-425-936-7329

Sales and Marketing Correspondence:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399 U.S.A.
Attn: YOUR ACCOUNT MANAGER NAME HERE
Re: WWSBC (OEM) Sales and Marketing
Fax: +1-425-936-7329
Email: Oemdisti@microsoft.com

Royalty Reports shall be made to:
Microsoft Licensing, Inc.
6100 Neil Road
Reno, NV 89511-1132 U.S.A.
Attention: OEM Accounting Services Email:
MSLIDN@microsoft.com
Fax: +1-775-826-0531

PAYMENTS:

COMPANY shall make payments for all royalty and hardware invoices to Microsoft Licensing, Inc. per the instructions below.

Payments shall be made by wire transfer to:

Bank of America
1401 Elm Street
Dallas, Texas 75202 USA
Beneficiary: Microsoft Licensing, Inc. #100430
Account #3750891058
ABA# 11100001-2
SWIFT # NABKUS44

or to such other address or account as MS may specify from time to time by email or other written notice. COMPANY agrees to ensure that (i) the MS license agreement number for the Agreement, and (ii) the MS invoice number (if any), are specified on each wire transfer payment made pursuant to the Agreement.

HIGHLY CONFIDENTIAL

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CONFIDENTIAL

Microsoft OEM Distributor Agreement for United States of America (2001) #5113450364 dated July 1, 2000 between MICROSOFT LICENSING, INC. and TECH DATA PRODUCT MANAGEMENT INC

Tracking Number: 5122760010-0