

Amendment No. 1
 to the License Agreement
 Between
MICROSOFT CORPORATION and DELL PRODUCTS, LP
 Dated April 1, 1992, Contract No. 2811-2169

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and DELL PRODUCTS, LP ("COMPANY") dated April 1, 1992 ("Agreement"), is made and entered into this 19th day of October 1992.

1. The attached Exhibit B2, MINIMUM COMMITMENT, is incorporated herein by reference and supersedes all existing Exhibits B2.
2. The attached Exhibit C2, PER SYSTEM, Microsoft Office for Windows, is incorporated herein by reference and supersedes all existing Exhibits C2.
3. The attached Exhibit M2, COMPANY'S CUSTOMER SYSTEMS, is incorporated herein by reference and supersedes all existing Exhibits M2.
4. Section 6, MARKETING AND NON-DISCLOSURE AGREEMENT, Paragraph (a) shall be replaced in its entirety with the following:

(a) Notwithstanding anything to the contrary contained herein, COMPANY's (and its dealers' and distributors') rights to market each Product shall be limited to the Product in object form only and to the manual(s) and documentation referenced in the applicable Exhibit C, ~~and COMPANY shall require all persons and entities in its distribution channels to comply with the foregoing restriction.~~
~~COMPANY shall require all persons and entities in its distribution channels to comply with the foregoing restriction.~~
 COMPANY shall require all persons and entities in its distribution channels to comply with the foregoing restriction.

do not contain Company's name

5. Section 9, TERM OF AGREEMENT, Paragraph (b) shall be replaced in its entirety with the following:

(b) Provided that: (i) this Agreement has not been terminated by MS prior to the expiration of its term as set forth in Section 9(a) and (ii) COMPANY has complied with all the terms and conditions of this Agreement, ~~COMPANY shall be required to continue to market and distribute the Product in object form only and to the manual(s) and documentation referenced in the applicable Exhibit C, and to continue to pay the then-current royalties in the applicable Exhibit(s) C and the corresponding then-current minimum commitment payments in the applicable Exhibit(s) B (except for payment designated by asterisk (*) in Exhibit B1) shall apply to such additional one year periods.~~
 intent to do so at least forty-five days prior to the then applicable expiration date of this Agreement. Unless otherwise agreed by the parties, the applicable then-current royalties in the applicable Exhibit(s) C and the corresponding then-current minimum commitment payments in the applicable Exhibit(s) B (except for payment designated by asterisk (*) in Exhibit B1) shall apply to such additional one year periods.

with respect to

Products in

Any Product

In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of COMPANY and MS by their duly authorized representatives.

MICROSOFT CORPORATION

DELL PRODUCTS, LP

By _____

By _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

10/08/92 LE922820.011

**EXHIBIT B2
PAYMENT SCHEDULES**

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay the following minimum cumulative payments to MS during the first period of this Agreement for Product in Exhibit C. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against (i.e., will offset) future actual earned royalties only during the term of this Agreement and only for MS applications Product(s) licensed under this Agreement, unless otherwise expressly noted in the applicable Exhibit(s) C. Minimum commitment payments are not refundable.

**MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)**

Applicable royalty rate: \$115.00 per unit for US versions.

<u>Payment Due Date</u>	<u>Minimum Commitment Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
Due October 31, 1992	\$1,150,000.00	\$1,150,000.00
Due January 31, 1993	\$1,150,000.00	\$2,300,000.00
Due April, 1993	\$1,150,000.00	\$3,450,000.00

Exhibit to the License Agreement dated April 1, 1992, between MICROSOFT CORPORATION and DELL PRODUCTS, LP.

(Added by Amendment No. 1)

RE-ADJUSTED.

It is still language which comes into play if we authorize upgrades. In order to eliminate

EXHIBIT C (PER SYSTEM)

PRODUCT: Microsoft® Office for Windows™

VERSION NO: 3.X

LANGUAGE: US English

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard user documentation that MS delivers with the Product.

DELL INTERPRETS THIS LANGUAGE TO MEAN THAT WE AUTHORIZE PROCT SALES del ON A PER COPY BASIS TO ANYONE'S del IT. PLEASE FURTHER.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the ~~greater of (i) the number of full or partial Customer System(s) shipped to or placed in use by the COMPANY to or for a Customer for which revenue is charged to the Customer during the term of this Agreement or (ii) the number of full or partial copies of Product licensed or otherwise disposed of by COMPANY during the term of this Agreement.~~

Customer System	Royalty Rate (US\$)
Exhibit M2	\$115.00

(b) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of such copies of Product, including Update Releases, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M(s) and shall report for each Customer System separately by processor. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R \cdot N \cdot 1.5\%)$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

MS-PCA 2599295

HIGHLY CONFIDENTIAL

EXHIBIT M2

COMPANY'S CUSTOMER SYSTEMS

For purposes of Products in Exhibit C2, COMPANY's Customer Systems shall be defined to be the following computer system products:

Customer Systems:

ALL COMPANY's current and future computer system models that utilize any Intel X86 microprocessor, or any non-Intel microprocessor which executes the equivalent instruction set and includes either:

- a. AMT 2400 baud data modem board, or
- b. DIGITAN 9600 baud fax/2400 baud data modem board

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