

tabbles
**PLAINTIFF'S
EXHIBIT**
4022
Comes v. Microsoft

From: Gayle McClain
Sent: Friday, December 04, 1998 7:06 PM
To: Allen Wilcox (LCA); Beryl Simpson (Preston Gates & Ellis)
Subject: GW Apps Final Redline

Here's the final redline of what we agreed to with Gateway. Finals to be fedx'd to GW for Monday arrival and signature (contract expires Monday). Thanks so much for the help.


MS NA-WW Apps
final redline....

**MS-PCA 2605120
HIGHLY
CONFIDENTIAL**

MICROSOFT LICENSE AGREEMENT FOR OFFICE AND APPLICATION PRODUCTS

#5119370004 dated December 1, 1998

with GATEWAY 2000, INC., a corporation of Delaware, USA

This License Agreement ("License Agreement") is made and entered into as of the date first set forth above ("License Effective Date"), by and between MICROSOFT LICENSING, INC., a Nevada, U.S.A. corporation, ("MS"), and the company specified above ("COMPANY").

I. INCORPORATION OF BUSINESS TERMS DOCUMENT.

This License Agreement hereby incorporates by reference all of the terms of the Microsoft General OEM Business Terms Document dated November 1, 1997, Number 5110250001 executed by Microsoft Corporation and COMPANY, as may be amended from time to time during the term of this License Agreement by agreement of the parties ("Business Terms Document"). In the event of any inconsistencies between this License Agreement and the Business Terms Document, the terms of this License Agreement shall control.

II. LICENSE GRANT.

- (a) Subject to limitations in, and COMPANY's compliance with, this License Agreement, including the Business Terms Document incorporated herein and the attached Exhibits, except as set forth in an Exhibit(s) C, MS grants to COMPANY a non-exclusive, limited license to:
- (i) install one (1) copy of Preinstalled Product Software for each Product; and
 - (ii) distribute inside the Customer System package:
 - (A) one (1) copy of Preinstalled Product Software for each Product;
 - (B) one (1) copy of each software Product on external media (i.e., diskette or CD-ROM) as acquired from an Authorized Replicator; and
 - (C) one (1) copy of Product end user documentation for each Product as acquired from an Authorized Replicator.
- (b) COMPANY's license shall extend to new Supplements, Update Releases, and Version Releases following the release listed in Exhibit C. MS may increase royalties for new Version Releases subject to the following maximum amount: **Maximum royalty = $R + (R * N * 1.5\%)$** , where R is the initial royalty and N is the number of months that have elapsed from the Effective Date until MS delivers the new Version Release. COMPANY's license shall not extend to Product Releases. COMPANY has the right to terminate this License Agreement with regard to any Product for which MS increases the price of a new Version Release, in which case, COMPANY's minimum commitment payments hereunder shall be adjusted to account for such discontinued Products.
- (c) Except as set forth in an Exhibit(s) C, COMPANY's license rights granted herein shall be worldwide. If in the reasonable judgement of MS a channel conflict occurs, MS will notify COMPANY. COMPANY and MS agree to act in good faith to resolve the conflict to the satisfaction of both parties. If the conflict cannot be resolved, COMPANY shall take appropriate action to satisfy MS within 60 days after receiving written notice by MS.
- (d) COMPANY may grant to COMPANY Subsidiaries the limited rights granted to COMPANY in (a) and (b) of this License Grant Section as well as any rights MS may grant to COMPANY for Products licensed herein under a Supplement Addendum during the term hereof, subject to all the terms and conditions set forth in this License Agreement.
- (e) (i) Except as set forth in an Exhibit(s) C hereto, COMPANY's license to distribute the Product(s) is limited to distribution only with those Customer System(s) described on Exhibit(s) C for the particular Product(s) and only inside the Customer System

package.

- (ii) COMPANY shall comply with: (A) the additional provisions, if any, provided in Exhibit(s) C with respect to Product(s); and (B) marketing or advertising guidelines provided with the Product Deliverables, as mutually agreed upon by the parties
 - (iii) COMPANY shall not modify or delete any part of the Product software in any manner, except as expressly permitted in the applicable Exhibit C.
 - (iv) COMPANY may supplement but shall not modify or translate Product end user documentation. COMPANY shall not remove or modify the package contents of Product Deliverables or APM.
- (f) (i) COMPANY shall include APM with Product software distributed by COMPANY, except as otherwise agreed upon in writing by both parties.
- (ii) Except as set forth in an Exhibit(s) C, COMPANY must distribute one (1) copy of such Product end user documentation as may be required by MS with and inside the package of each Customer System distributed with Product software. COMPANY has the right to request changes to such End User Documentation, but no changes shall be made without MS approval.
- (g) All distribution and use of the Product is by license only. MS does not authorize all or any portion of the Product to be "issued to the public", "put into circulation", or subject to a "first sale" as the copyright laws may use those (or similar) terms. COMPANY's license to distribute the Product is limited to distribution of the Product by COMPANY, directly or indirectly through its normal channels of distribution, to end users for use pursuant to the EULA.
- (h) MS reserves all rights not expressly granted in the License Agreement(s) including, without limitation, modification rights, translation rights, rental rights, and rights to source code. MS expressly reserves its exclusive right under applicable copyright, patent, and trademark laws to distribute copies of Product by any means. Except as set forth in an Exhibit(s) C hereto, MS does not authorize COMPANY, and MS reserves its exclusive right, to distribute the Product separately from Customer Systems; any such unauthorized distribution by COMPANY shall constitute a violation of the License Agreement and MS' distribution right under applicable law. COMPANY acknowledges that MS (and/or its suppliers, if applicable) shall retain all copyright, patent, moral, trademark, title and other proprietary and intellectual property in the Product software, Product Deliverables and components thereof, in whole or in part in any form created or acquired by MS.

III. ADDITIONAL PAYMENT TERMS.

- (a) COMPANY hereby agrees to pay MS for each Period in accordance with Section 3 of the Business Terms Document:
- (A) the minimum commitment amounts for the Period as set forth in Exhibit B; and
 - (B) the amount by which cumulative royalties during a Period exceed minimum commitment amounts for that Period.

IV. LICENSE TERM.

The term of this License Agreement shall run from the License Effective Date until August 31, 2000.

V. ENTIRE AGREEMENT.

MS-PCA 2605121
HIGHLY
CONFIDENTIAL

This License Agreement does not constitute an offer by MS and it shall not be effective until the earlier of: (i) the date it is signed by both parties; or (ii) the thirtieth (30th) calendar day after the date COMPANY signs a version of this Agreement which the parties have agreed is the final version to be executed. This License Agreement together with the Business Terms Document as incorporated herein shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

The following Exhibits are part of this License Agreement.

- Exhibit B1 - Minimum Commitment Payments Office Products
- Exhibit C1 - Office Products
- Exhibit C7 - Custom Value Packs and Productivity Applications
- Exhibit D - Brand Names and Trademarks
- Exhibit N2 - Additional Addresses

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

VI. EXHIBITS.

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 each party below hereby represents and warrants that he or she has full authority to sign this License Agreement and bind such party to perform all duties and obligations contemplated by this License Agreement. If either party 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, such party's seal or "chop" should be entered below its signature block.

MICROSOFT licensing, inc.

GATEWAY 2000, INC.

By (Signature)

By (Signature)

Name (Print)

Name (Print)

Title

Title

Date

Date

COMPANY'S seal or "chop"

NOTICE:
 This is an OEM distribution license. Except as set forth in an Exhibit(s) C hereto, Product can only be distributed with a Customer System, as specified in the License Grant Section hereof.

EXHIBIT B1
MINIMUM COMMITMENT PAYMENTS-OFFICE PRODUCTS

First Period of This Agreement		
Date	Payment Amount (US\$)	Cumulative Amount of Payments for Period (US\$)
Signing of License Agreement (payment due upon signing)	US\$0.00	US\$0.00
March 31, 1999	US\$ 18,649,500.00	US\$ 18,649,500.00
June 30, 1999	US\$ 13,647,312.00	US\$ 32,296,812.00
September 30, 1999	US\$ 18,999,000.00	US\$ 51,295,812.00
December 31, 1999	US\$ 24,710,256.00	US\$76,006,068.00
Total First Period Minimum Commitment	US\$ 76,006,068.00	US\$76,006,068.00
Second Period of This Agreement		
Date	Payment Amount (US\$)	Cumulative Amount of Payments for Period (US\$)
March 31, 2000	US\$ 16,888,536.00	US\$ 16,888,536.00
July 31, 2000	15,012,072.00	31,900,608.00
Total Second Period Minimum Commitment	US\$ 31,900,608.00	US\$ 31,900,608.00

The above minimum commitment amounts were achieved by using the estimated units to be shipped, as provided by COMPANY, and multiplying by the royalty for Office Small Business Edition for units shipped prior to April 1, 1999, and by the royalty for Office 2000 Small Business for the units to be shipped after March 31, 1999. If Office 2000 Small Business Edition is not available by April 1, 1999, the minimum commitment amounts will be adjusted, applying the royalty for Office Small Business Edition to the original estimated units to be shipped until Office 2000 Small Business is available.

**EXHIBIT C1
OFFICE PRODUCTS**

PRODUCT TABLE(S)

Product #	Product Name And Version	Language Versions**	Applicable Additional Provisions	Royalty***	Basis (e.g. per copy or per system)	Billing Type****
1	Microsoft Office 97 Small Business Edition with Bookshelf 98	EN, XS, ES	(01) (02), (03), (09), (20), (30), (67), (69), (1001), (1002), (1003), (1004), (1007), (1008), (1009)	US \$60	Per Copy	Type I
2	Microsoft Office 97 Small Business Edition with Money 98 and Bookshelf 98	EN, XS, ES	(01) (02), (03), (09), (20), (30), (67), (69), (1001), (1002), (1003), (1004), (1007), (1008), (1009)	US \$60	Per Copy	Type I
3	Microsoft Office 97 Small Business Edition (Upsell from Works Suite 99)	EN, XS, ES	(01), (02), (03), (09), (20), (30), (67), (69), (1000), (1003), (1004), (1007), (1008), (1009)	US\$149.00	Per Copy	Type I
4	Microsoft Office 97 Professional (Upsell from Office 97 Small Business Edition)	EN, ES, XS	(01), (02), (03), (09), (20), (30), (67), (69), (1000), (1003), (1007), (1008), (1009)	US \$230.00	Per Copy	Type I
5	Microsoft Office 97 Small Business Edition	EN, XS, ES	(01), (02), (03), (09), (20), (30), (67), (69), (1003), (1004), (1007), (1008), (1009)	US\$60.00	Per System or Per Copy (see Customer System Table)	Type I
6	Microsoft Office 97 Small Business Edition Version 2.0	EN, XS, ES	(01), (02), (03), (09), (20), (30), (67), (69), (1003), (1004), (1007), (1008), (1009)	US\$60.00	Per System or Per Copy (see Customer System Table)	Type I
7	Microsoft Office 97 Small Business Edition, Version 2.0 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions	EN, XS	(01), (02), (03), (06), (09), (20), (30), (67), (69), (1003), (1004), (1007), (1008), (1009)	US\$60.00	Per System or Per Copy (see Customer System Table)	Type I
8	Microsoft Office 97 Small Business Edition, Version 2.0 (International English Version)	EN, XS, ES	(01), (02), (03), (09), (20), (30), (67), (69), (1003), (1004), (1007), (1008), (1009)	US\$60.00	Per System or Per Copy (see Customer System Table)	Type I

9	Microsoft® Office 2000 Small Business	EN, XS	(01), (02), (03), (06), (09), (20), (30), (67), (69), (1003), (1005), (1006), (1007), (1008), (1009), (1010)	US\$77.00	Per System or Per Copy (see Customer System Table)	Type I
10	Microsoft® Office 2000 Professional (Upsell from Office 2000 Small Business)	EN, XS	(01), (02), (03), (09), (20), (30), (67), (69), (1000), (1003), (1006), (1007), (1008), (1009), (1010)	US\$230.00	Per Copy	Type I
11	Microsoft® Office 2000 Small Business (Upsell from Works Suite 99)	EN, XS	(01), (02), (03), (06), (09), (20), (30), (67), (69), (1000), (1003), (1006), (1007), (1008), (1009), (1010), (1011)	US\$149.00	Per Copy	Type I

** Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document as incorporated by reference into this License Agreement, for explanation of Language Version codes. Localized versions are licensed on an if and as available basis. For the purposes of this License Agreement, XS shall refer to International English.

*** A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table and the Product is indicated as licensed for one or more Customer System(s) described in the Customer System section of this Exhibit C.

**** Billing Type: Type I - based on third party reports, Type II - based on COMPANY royalty reports, as specifically set forth in Section 3(e) of the Business Terms Document.

ADDITIONAL PROVISIONS KEY

(Note: Only those Additional Provisions applicable to licensed Product(s) may appear. Section numbering may not be consecutive.)

- (01) The following provisions shall apply to all Products listed in this Exhibit C:
- (a) The royalty rate(s) specified above require pre-installation of the Product, except as set forth in a subsequent Exhibit(s) C. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.
- (b) Notwithstanding anything to the contrary contained in Section II of this License Agreement or Section 2 of the Business Terms Document, COMPANY must distribute Product documentation with each Customer System distributed with Product software, except as otherwise specified in an MS approved custom packaging assembly. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.
- (c) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:
- (i) With respect to advertising that includes those Customer Systems distributed with Product(s), when COMPANY refers to a Product, it shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral.
- (ii) [Intentionally Omitted]
- (02) The individual software programs which comprise the Product shall be distributed together with one Customer System and may not be distributed separately or licensed for use by more than one end-user. Information on licensing any of the components separately may be obtained from the Account Manager assigned to COMPANY, and will be set forth in a subsequent Exhibit(s) C if applicable.
- (03) The royalty rate(s) specified above for Product(s) are additionally based on COMPANY's agreement as follows:
- (a) COMPANY may provide a link on COMPANY's support and marketing web site(s) to the web page for the Product at the website (<http://microsoft.com>) or as otherwise identified by MS from time to time.
- (06) (a) COMPANY acknowledges that Products labeled "North America Only Version" are U.S. products which are subject to U.S. export laws, and therefore, may be distributed only within the U.S.A. and Canada. COMPANY agrees that if "North America Only Version" appears on the Product packaging or other written materials, then the following applies: The Product is intended for distribution only in the United States and Canada. At the time of this License Agreement, export of the Product from the United States is regulated under "Export Controls" of the Export Administration Regulations (EAR, 15 CFR 730-799) of the U.S. Commerce Department, Bureau of Export Administration (BXA). A Commerce Department export license is required to export the Product outside of the United States or Canada. COMPANY agrees that it will not, directly or indirectly, export or re-export the Product (or portions thereof) to any country other than Canada, or to any person, entity or end user subject to U.S. Export restrictions without first obtaining a Commerce Department export license. You warrant and represent that neither the Commerce Department, Bureau of Export Administration nor any other U.S. federal

agency has suspended, revoked or denied your export privileges.

(b) Additionally, COMPANY acknowledges that it has received and understands MS' current version of the "Notice to Licensees of Microsoft Export Restricted Products" that applies to this Product, as attached hereto as Exhibit C1 Attachment 1. MS may provide updated versions of this Notice to COMPANY.

(09) This Product may *not* be distributed to India.

(20) Notwithstanding anything to the contrary contained in the License Agreement (including Exhibits and the Business Terms Document as incorporated therein), COMPANY may distribute Product(s) only with Customer Systems which are marketed and distributed exclusively under COMPANY's or COMPANY Subsidiaries' brand names, trade names and trademarks. The Product(s) may not be distributed with Customer Systems which are marketed or distributed under any name which includes any third party brand names, trade names or trademarks.

(30) The Default Charge for this Product as described in Section 3(c)(vi) of the Business Terms Document shall be thirty percent (30%) of the highest royalty rate for the Product stated in the Product table above or the royalty charged to MS's distributor(s) for retail versions of this Product, whichever is less.

(67) (a) Except for accurate informational references to and descriptions of the Product(s), accurate reproductions or depictions of the Product(s) front packaging, and as otherwise expressly agreed upon by the parties in writing or set forth in the Marketing Materials Kit, if any, provided for the Product(s) under this License Agreement ("Marketing Materials Kit"), MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, point of purchase materials, marketing collateral, advertising, packaging, and promotional use.

(b) If COMPANY is provided a Marketing Materials Kit for Product(s) under this License Agreement, then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

(i) Use is in compliance with the guidelines provided in Marketing Materials Kit;

(ii) [intentionally omitted]

(iii) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; except as otherwise agreed upon by the parties; and

(iv) COMPANY agrees to cease use of the Marketing Materials Kit, and cease any promotion for Product(s), upon expiration or termination of COMPANY's license for the Product(s).

(69) (a) COMPANY shall include as licensed Customer Systems for this Product in the table below only those Customer Systems which are marketed and advertised by COMPANY as appropriate for the small business and/or home/consumer market segment. COMPANY shall not market or advertise this Product with Customer Systems aimed at the "enterprise customer" market segment - e.g. those Customer Systems which include a "E" designation. MS acknowledges that COMPANY has no ability to control an "enterprise customer" from purchasing from COMPANY any particular Customer System.

(1000) COMPANY may "upsell" end user purchasers of:

1. Office 97, Small Business Edition to Office 97, Professional Edition at the royalty indicated in the above referenced Product Table, which includes the royalty of the base Product.

2. Office 2000 Small Business to Office 2000 Professional at the royalty indicated in the above referenced Product Table, which includes the royalty of the base Product.

3. Works Suite 99 to Office 97 Small Business Edition at the royalty indicated in the above referenced Product Table.

This upsell product is made available to COMPANY in order for COMPANY and MS CORP to engage in joint marketing, which may include COMPANY's marketing to COMPANY's registration base (i.e. Office 2000 promotion)

4. Works Suite 99 to Office 2000 Small Business at the royalty indicated in the above referenced Product Table.

Such offers shall:

- Be made only to North America or international customers that are sold to by COMPANY's North American locations.
- Be made only at the time of sale and not any time thereafter.
- Not include any advertisements in any media regarding price, time, delivery or performance on such Product.
- At COMPANY's option, advertise Office 97, Professional Edition, Office 97 Small Business Edition or Office 2000 Small Business or Office 2000 Professional available as an optional "upsell" item, but may not include a printed price.

(1001) This package is offered at no additional royalty for Microsoft Office Small Business Edition for systems shipped in North America or to International customers that are sold to by COMPANY's North America locations, with Customer Systems advertised through COMPANY's General Sales publications (e.g. PC Magazine, Windows Magazine). (The bundles shall remain a "Type I" Billing Product).

(1002) This package is offered at no additional royalty for Microsoft Office Small Business Edition for Customer Systems advertised through COMPANY's Major Account Sales publications (e.g. Infoworld) (The bundles shall remain a "Type I" Billing Product).

(1003) Subject to Section 6(a) of the Business Terms Document, COMPANY will not authorize the display of Customer Systems with Office Products on retail shelf space except in Gateway Country Stores.

(1004) (still needs MS legal review) If Office 97 Small Business Edition is not available in a localized version, MS will either 1) authorize COMPANY to ship the International English version into a particular country; or 2) create a bundle with Word, Excel (and Outlook, if available) if these products are available in the localized languages for that particular market at a \$90 per unit royalty. If a bundle with Word, Excel (and Outlook, if available) is created and COMPANY's shipments are less than 5,000 units per year in any particular

language and royalties paid for such product are less than \$25,000 that year, then COMPANY shall pay a one-time manufacturing setup fee of \$25,000. MS reserves the sole right to determine which one of the two distribution options (listed above) it will offer to the COMPANY, if any. MS also reserves the right to refuse to grant either option listed above if MS determines in its sole discretion that neither option is a reasonable business solution. In such cases, there would be nothing offered as a substitute for the lack of a localized version of this Product.

(1005) Given the quantity of Office 2000 Small Business and Office Pro 2000 that COMPANY anticipates it will license, a marketing fund discount of \$5 per unit will be established to fund marketing efforts and will be applied to the price of Office 2000 Small Business if COMPANY achieves a minimum of 40% product coverage of Office 2000 Small Business and Office Pro 2000 across G- and GP- series machines and commits to work with MS on solution-oriented product messaging.

(i) For monthly billing, it will be assumed that COMPANY has achieved these goals and Office 2000 Small Business will be billed at the \$77 royalty rate minus the \$5 marketing allowance for a billing rate of \$72.

(ii) The 40 % product coverage will be calculated on a quarterly basis. COMPANY will have achieved this 40% coverage if units of Office 2000 Small Business, Office 2000 Professional, and the Works Suite 99 to Office 2000 Small Business Upsell collectively equal or exceed:

- 620,862 units for the period 12/1/98 thru 6/30/99
- 1,231,073 units for the period 7/1/99-6/30/00 (cumulative units 1,851,935)
- 63,188 units for the period 7/1/00 - 7/31/00 (cumulative units 1,915,123)

(iii) If COMPANY fails to reach its product coverage units being billed at the \$72 rate:

- It will first be checked to see if COMPANY's cumulative units of Office 2000 Small Business, Office 2000 Professional, and Works Suite 99 to Office 2000 Small Business upsell for the preceding periods plus the current period, equal the cumulative unit coverage.
- If COMPANY has not achieved this unit coverage, the difference of the \$5 per Office 2000 Small Business unit owed for that period by COMPANY will be calculated and billed at the end of MS's fiscal year and at the expiration or termination of the contract (i.e., June 1999, June 2000, and July 2000).

(1006) COMPANY is licensed upon availability of Office 2000 Small Business and Office 2000 Professional at the royalty rate indicated in the Product Table above. COMPANY acknowledges that terms and conditions (i.e. additional provisions) relating to Office 2000 Small Business and Office 2000 Professional were not complete at the time this Product was licensed by COMPANY. Accordingly, COMPANY agrees that the license for Office 2000 Small Business and Office 2000 Professional shall be subject to such additional or revised standard terms and conditions (i.e. additional provisions) as MS shall provide to COMPANY, both parties will negotiate, and both parties shall execute an amendment to this License Agreement hereto to formalize such terms and conditions.

(1007) MS hereby grants to COMPANY the right to lease and grant authorized third-party leasing agents the right to lease the identified Product(s) preinstalled on the Customer System hard disk to end user customers who simultaneously and for an identical term of twelve (12) months or longer lease such Customer System. COMPANY shall comply with all other provisions of this License Agreement with respect to any such leased Product. The following additional restrictions shall apply to Product leasing:

- (a) COMPANY or its authorized third-party leasing agent(s) shall enter into a written lease agreement for the Customer System and Product(s) ("Lease") signed by each customer. The term of such Lease shall not be less than twelve (12) months. The Lease shall provide that, at the termination or expiration of the Lease, if the customer is required to return the Customer System, the customer shall return the Customer System together with all copies of the Product(s) to COMPANY or its authorized third party leasing agent. The license granted by MS to lease the Product(s) shall expire upon return of the Customer System.
- (b) The Lease shall include a copy of the applicable Product EULA and the lessee must agree in writing to be bound by the EULA.
- (c) COMPANY shall provide all reasonable cooperation to MS to investigate and remedy any unauthorized reproduction of Product(s) leased under this Agreement.
- (d) The additional rights granted to COMPANY hereunder shall terminate upon termination or expiration of this License Agreement.

(1008) Notwithstanding the foregoing, COMPANY's subsidiary (Gateway 2000 Japan) may distribute the English version of Product to US military bases located in Japan, to local offices of US corporations located in Japan and to US citizens in Japan provided that the total number of copies of English version of Product shall not exceed 10% of total Customer Systems distributed by COMPANY's subsidiary (Gateway 2000 Japan) in Japan.

(1009) COMPANY may provide data to MS regarding Type I billing issues such as invoice inaccuracies and reasons for inaccuracies. In such event MS shall research issues based on data provided. COMPANY and MS agree to review Type I findings and issues by February 1999 and take action accordingly.

(1010) (i) As normal process, COMPANY is entitled to any Supplements or Update Releases that are released as part of this licensed released version of the Product. This includes service releases, maintenance releases and any added components or modules that become a permanent part of Product's software code in the OEM release version.

- (ii) MS agrees to use commercially reasonable efforts to notify COMPANY at least 60 days prior to any release or re-release of Product.
- (iii) MS agrees to notify COMPANY of royalty OEM marketing programs relating to this Product no later than the time MS notifies other OEMs generally.

(1011) COMPANY shall have no obligation to provide end user support for software code used in conjunction with the Product(s) by COMPANY's end user customers, which software code has not been made available to such end user customers by COMPANY.

Customer Systems

COMPANY's Customer Systems shall be defined to be all of COMPANY's single user computer system models which COMPANY advertises in print and/or other media, except those computer system models specified below. Each computer system model must be advertised by specific configuration (i.e. RAM, disk storage and such other features deemed appropriate by COMPANY). A Customer System shall be deemed "designated" by COMPANY at such time that COMPANY advertises such computer system in print and/or other media and shall remain designated as a Customer System for which COMPANY pays a royalty for as long as COMPANY, in its discretion, advertises such computer system. A "Customer System" shall further include any such advertised computer system model which includes upgraded hardware components (e.g. additional RAM, larger disk storage, larger monitor, etc.) requested by the customer and distributed by COMPANY.

Notwithstanding the foregoing, Customer Systems shall exclude:

- (i) Those Customer Systems which include an "E" designation;
- (ii) Those Customer Systems sold to Educational institutions;
- (iii) Up to four percent (4%) of the above described Customer Systems. Such percentage will be revisited on April 1, 1998 to determine whether or not it should be adjusted; and/or
- (iv) "Destination" models which are not advertised as including an Office Product.

COMPANY reserves the right to update and modify models and to advertise or not advertise any models at its discretion.

Product Number Key: Please refer to the Product Number in the Product Table above.

Royalty Basis Key: C = per copy; S = per system; if Product box is blank in the Customer System Table below, such Product is not licensed for distribution with the listed Customer System.

CUSTOMER SYSTEM TABLE

Model Name: Model Number	Processor	Product Number											
		1	2	3	4	5	6	7	8	9	10	11	12
G-Pro Series	Pentium/Pentium Pro	C	C		C	S	S	S	S	S	S	C	
G-Series	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C
Non LS & LX Solo Series	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C
Destination	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C
LS & LX Solo Series	Pentium/Pentium Pro	C	C		C	C	C	C	C	C	C	C	C

COMPANY hereby agrees that the names and numbers indicated in the Model Name or Model Number column in the table above accurately denote the actual designation used by COMPANY to identify the listed models (on the Customer System case and in COMPANY's internal books and records).

The parties agree that COMPANY's intent, as of the effective date of this License Agreement, is that the G-Series machines are to be sold to consumers, and the G-Pro Series machines are to be sold to small and medium size businesses. The terms of this License Agreement were based on that intent. COMPANY is in the process of evaluating where their models are actually being marketed and sold. Customer System Table will be updated as COMPANY's model conventions change to consistently reflect the intent of this License Agreement.

EXHIBIT C7
CUSTOM VALUE PACKS & PRODUCTIVITY APPLICATIONS

PRODUCT TABLE(S)

Product Number	Product Name And Version	Language Versions*	Applicable Additional Provisions	Royalty***	Basis (e.g. per copy or per system)	Billing Type****
1	Microsoft® Works Suite 99 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.	EN, XS	(01), (02), (04), (06), (20), (30), (67), (1100), (1101), (1108)	US\$17.00	Per Copy	Type II
2	Microsoft® Works Suite 99 DVD Expansion Pack (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.	EN, XS	(01), (02), (04), (06), (20), (30), (67), (1100), (1105)	US\$52.85	Per Copy	Type II
3	Microsoft® Home Essentials® 98 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.	EN, XZ	(01), (02), (04), (06), (20), (30), (67), (1100), (1101), (1108)	US\$17.00	Per Copy	Type II
4	Family Games Bundle - English Consists of Microsoft® Flight Simulator 98 Microsoft® Golf 1999 Edition Version 5.0 Microsoft® Motocross Madness™ 3D Version 1.0 Microsoft® Revenge of Arcade™ Version 1.0	EN	(01), (02), (04), (10), (16), (30), (67), (74), (1100), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II
5	MS Kids - English Consists of DreamWorks Interactive™ Chaos Island: The Lost World DreamWorks Interactive™ Goosebumps: Escape From Horrorland DreamWorks Interactive™ Goosebumps™ Attack of the Mutant™ DreamWorks Interactive™ Small Soldiers: Squad Commander™ DreamWorks Interactive™ The Neverhood™	EN	(01), (02), (04), (10), (16), (30), (67), (74), (1100), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II

6	MS Reference & Productivity - English Consists of Microsoft® Bookshelf® 1999 Edition Microsoft® Encarta® Virtual Globe 1999 Microsoft® Expedia™ Trip Planner 98 Microsoft® Picture It!® Express Version 2.0 Microsoft® Publisher 98	EN	(01), (02), (04), (10), (30), (67), (1100), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II
7	Ultimate Games - English Consists of Microsoft® Age of Empires® Version 1.0 Microsoft® CART Precision Racing™ Version 1.0 Microsoft® Monster Truck Madness® Version 2.0 Microsoft® Close Combat™ - A Bridge Too Far Version 2. Microsoft® Urban Assault™	EN	(01), (02), (04), (10), (16), (30), (67), (74), (1100), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II
8.	Games Bundle - English Consists of Microsoft® Age of Empires® Version 1.0 Microsoft® Close Combat™ - A Bridge Too Far Version 2.0 DreamWorks Interactive™ Dilbert's™ Desktop Games DreamWorks Interactive™ The Neverhood™ Microsoft® Flight Simulator 98 Microsoft® Monster Truck Madness® Version 1.0	EN	(01), (02), (04), (10), (16), (30), (67), (74), (1100), (1102), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II

9	Kids Bundle – English Consists of Microsoft® Creative Writer 2 DreamWorks Interactive™ Chaos Island: The Lost World DreamWorks Interactive™ Goosebumps™ Attack of the Mutant™ Scholastic's The Magic School Bus™ Explores in the Age of Dinosaurs Version 1.0 Scholastic's The Magic School Bus™ Explores the Rainforest Version 1.0 Nickelodeon 3D Movie Maker Microsoft® Plus! for Kids Version 1.0	EN	(01), (02), (04), (10), (16), (30), (67), (74), (1100), (1102), (1103), (1104), (1108)	US\$46.00	Per Copy	Type II
10	Reference Bundle – English Consists of Microsoft® Expedia™ Streets 98 Microsoft® Expedia™ Trip Planner 98 Microsoft® Bookshelf® 1998 Edition Microsoft® Encarta® Virtual Globe 1998 Microsoft® Publisher 98	EN	(01), (02), (04), (10), (16), (30), (67), (1000), (1102), (1103), (1104), (1108),	US\$46.00	Per Copy	Type II

11	<p>Home Essentials + Games Bundle - English Consists of</p> <p>Microsoft® Age of Empires® Version 1.0</p> <p>Microsoft® Close Combat™ - A Bridge Too Far Version 2.0</p> <p>DreamWorks Interactive™ Dilbert's™ Desktop Games</p> <p>DreamWorks Interactive™ The Neverhood™</p> <p>Microsoft® Flight Simulator 98</p> <p>Microsoft® Monster Truck Madness® Version 1.0</p> <p><u>AND EITHER</u></p> <p>Microsoft® Home Essentials® 98 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions</p> <p><u>OR</u></p> <p>Microsoft® Works Suite 99 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.</p>	EN, X2	(01), (02), (04), (06), (10), (16), (20), (30), (67), (74), (1100), (1102), (1104), (1107), (1108)	US\$60.00	Per System	Type II
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12	<p>Home Essentials + Kids Bundle – English Consists of</p> <p>Microsoft® Creative Writer 2</p> <p>DreamWorks Interactive™ Chaos Island: The Lost World</p> <p>DreamWorks Interactive™ Goosebumps™ Attack of the Mutant™</p> <p>Scholastic's The Magic School Bus™ Explores in the Age of Dinosaurs Version 1.0</p> <p>Scholastic's The Magic School Bus™ Explores the Rainforest Version 1.0</p> <p>Nickelodeon 3D Movie Maker</p> <p>Microsoft® Plus! for Kids Version 1.0</p> <p><u>AND EITHER</u></p> <p>Microsoft® Home Essentials® 98 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions</p> <p><u>OR</u></p> <p>Microsoft® Works Suite 99 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.</p>	EN, XZ	(01), (02), (04), (06), (10), (16), (20), (30), (67), (74), (1100), (1102), (1104), (1107), (1108)	US\$60.00	Per System	Type II
13	<p>Home Essentials + Reference Bundle – English Consists of</p> <p>Microsoft® Expedia™ Streets 98</p> <p>Microsoft® Expedia™ Trip Planner 98</p> <p>Microsoft® Bookshelf® 1998 Edition</p> <p>Microsoft® Encarta® Virtual Globe 1998</p> <p>Microsoft® Publisher 98</p> <p><u>AND EITHER</u></p> <p>Microsoft® Home Essentials® 98 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions</p> <p><u>OR</u></p> <p>Microsoft® Works Suite 99 (NORTH AMERICA ONLY VERSION) Note: Special export provisions apply. See Additional Provisions.</p>	EN, XZ	(01), (02), (04), (06), (10), (20), (30), (67), (1100), (1102), (1104), (1107), (1108)	US\$60.00	Per System	Type II

** **Language Version Key:** Please refer to the Language Version Key in Exhibit L of the Business Terms Document, as incorporated by reference into this License Agreement, for explanation of Language Version codes. Localized versions are licensed on an if and as available basis. For the purposes of this License Agreement, XS shall refer to International English.

*** **A Product** is not licensed hereunder unless royalty rate(s) are indicated in the Product table and the Product is indicated as licensed for one or more Customer System(s) described in the Customer System section of this Exhibit C.

**** **Billing Type:** Type I - based on third party reports, Type II - based on COMPANY royalty reports, as specifically set forth in Section 3(e) of the Business Terms Document.

ADDITIONAL PROVISIONS KEY

(Note: Only those Additional Provisions applicable to licensed Product(s) may appear. Section numbering may not be consecutive.)

- (1) The following provisions shall apply to all Products listed in this Exhibit C:
- (a) The royalty rate(s) specified above require pre-installation of the Product, except as set forth in a subsequent Exhibit(s) C. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.
- (b) Notwithstanding anything to the contrary contained in Section II of this License Agreement or Section 2 of the Business Terms Document, COMPANY must distribute Product documentation with each Customer System distributed with Product software except as otherwise specified in an MS approved custom packaging assembly. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.
- (c) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:
- (i) With respect to advertising that includes those Customer Systems distributed with Product(s), when COMPANY refers to a Product, it shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral; and
- (ii) [Intentionally omitted].
- (2) The individual software programs or titles which comprise the Product shall be distributed together with one Customer System and may not be distributed separately or licensed for use by more than one end-user. Information on licensing any of the components separately may be obtained from the Account Manager assigned to COMPANY, and will be set forth in a subsequent Exhibit(s) C if applicable.
- (4) In addition to the required Customer System components specified in the Customer System definition in Section 1(d) of the Business Terms Document, Customer Systems distributed with this Product must include a CD-ROM drive and audio capabilities or, for a DVD-ROM Product, a DVD-ROM drive and 16 bit sound card.
- (6) (a) COMPANY acknowledges that Products labeled "North America Only Version" are U.S. products which are subject to U.S. export laws, and therefore, may be distributed only within the U.S.A. and Canada. COMPANY agrees that if "North America Only Version" appears on the Product packaging or other written materials, then the following applies: The Product is intended for distribution only in the United States and Canada. At the time of this License Agreement, export of the Product from the United States is regulated under "EI Controls" of the Export Administration Regulations (EAR, 15 CFR 730-799) of the U.S. Commerce Department, Bureau of Export Administration (BXA). A Commerce Department export license is required to export the Product outside of the United States or Canada. COMPANY agrees that it will not, directly or indirectly, export or re-export the Product (or portions thereof) to any country other than Canada, or to any person, entity or end user subject to U.S. Export restrictions without first obtaining a Commerce Department export license. You warrant and represent that neither the Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.
- (b) Additionally, COMPANY acknowledges that it has received and understands MS' then-current version of the "Notice to Licensees of Microsoft Export Restricted Products" which applies to this Product.
- (10) Custom Value Pack products must be ordered from an Authorized Replicator by the special product number which will be provided by MS OEM Operations as specified in the approved MS Custom Packaging Assembly after the License Agreement or Amendment becomes effective.
- (16) (a) The royalty rate specified for this Product is based on COMPANY's agreement to comply with the following additional terms and conditions:
- (i) COMPANY shall display Products at least as prominently as applications titles from COMPANY or other suppliers in the Customer System advertising and promotional materials. COMPANY shall provide samples of such materials to MS upon request.
- (ii) [Intentionally omitted].
- (iii) COMPANY shall not use the word "free" in connection with COMPANY's advertising or promotion of this Product's inclusion in COMPANY's Customer System package(s).
- (20) Notwithstanding anything to the contrary contained in the License Agreement (including Exhibits and the Business Terms

Document as incorporated therein). COMPANY may distribute Product(s) only with Customer Systems which are marketed and distributed exclusively under COMPANY's or COMPANY Subsidiaries' brand names, trade names and trademarks. The Product(s) may not be distributed with Customer Systems which are marketed or distributed under any name which includes any third party brand names, trade names or trademarks.

(30) The Default Charge for this Product as described in Section 3(c)(vi) of the Business Terms Document shall be thirty percent (30%) of the highest royalty rate for the Product stated in the Product table above or the royalty charged to MS's distributor(s) for retail versions of this Product, whichever is less.

(67) (a) Except for accurate informational references to and descriptions of the Product(s), accurate reproductions or depictions of the Product(s) front packaging, and as otherwise expressly agreed upon by the parties in writing or set forth in the Marketing Materials Kit, if any, provided for the Product under this License Agreement ("Marketing Materials Kit"). MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, point of purchase materials, marketing collateral, advertising, packaging, and promotional use.

(b) If COMPANY is provided a Marketing Materials Kit for Product(s) under this License Agreement, then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

- (i) Use is in compliance with the guidelines provided in Marketing Materials Kit;
- (ii) [intentionally omitted]
- (iii) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product, except as otherwise agreed upon by the parties; and
- (iv) COMPANY agrees to cease use of the Marketing Materials Kit, and cease any promotion for Product(s), upon expiration or termination of COMPANY's license for the Product(s).

(74) Neither MS nor its Suppliers represent or warrant that this Product is free from content that may be defined as violent, harmful, or otherwise inappropriate for minors in certain jurisdictions.

(1100) MS hereby grants to COMPANY the right to lease and grant authorized third-party leasing agents the right to lease the identified Product(s) preinstalled on the Customer System hard disk to end user customers who simultaneously and for an identical term of twelve (12) months or longer lease such Customer System. COMPANY shall comply with all other provisions of this License Agreement with respect to any such leased Product. The following additional restrictions shall apply to Product leasing:

- (a) COMPANY or its authorized third-party leasing agent(s) shall enter into a written lease agreement for the Customer System and Product(s) ("Lease") signed by each customer. The term of such Lease shall not be less than twelve (12) months. The Lease shall provide that, at the termination or expiration of the Lease, if the customer is required to return the Customer System, the customer shall return the Customer System together with all copies of the Product(s) to COMPANY or its authorized third party leasing agent. The license granted by MS to lease the Product(s) shall expire upon return of the Customer System.
- (b) The Lease shall include a copy of the applicable Product EULA and the lessee must agree in writing to be bound by the EULA.
- (c) COMPANY shall provide all reasonable cooperation to MS to investigate and remedy any unauthorized reproduction of Product(s) leased under this Agreement.
- (d) The additional rights granted to COMPANY hereunder shall terminate upon termination or expiration of this License Agreement.

(1101) The royalty for this Product is effective December 1, 1998 through February 1, 1999. COMPANY may, at its option, extend the Product Licensing from February 1, 1999 through December 31, 1999 for the \$17.00 royalty provided that COMPANY agrees to a minimum commitment of five hundred thousand (500,000) units of Product for the time period December 1, 1998 through December 31, 1999. In addition, either party, at its option may enter into negotiations to determine an alternative agreement for this Product starting February 1, 1999; provided however that the royalty for the Product shall in no event exceed the \$17 royalty provided that COMPANY agrees to a minimum commitment of five hundred thousand (500,000) units of Product for the time period December 1, 1998 through December 31, 1999.

(1102) COMPANY is licensed for this Product for the term of December 1, 1998 through January 1, 1999.

(1103) (a) COMPANY may offer this Custom Value Pack to those customers that purchase Customer Systems. Such offers shall:

- (i) Be made only to North America or international customers that are sold to by COMPANY's North American locations.
- (ii) Be made only at the time of sale of a Customer System and not any time thereafter.

(b) The Royalty rate specified for this Custom Value Pack is based on achievement of the monthly product coverage achieved on G and G-Pro Series machines as listed below. Price achieved is effective on all Custom Value Pack bundles shipped in the month.

(c) G and G-Pro Series Machines Custom Value Pack Product Coverage Rates and Corresponding prices:

G and G-Pro Series Percent Product Coverage	Custom Value Pack Royalty
0-11%	US\$46.00
>11%-20%	US\$43.00
>20%-30%	US\$39.00

>30% and higher | US\$35.00

d) \$1 of each royalty in the table above is to be placed in a marketing fund, maintained by COMPANY. This fund is to be used for marketing and sales programs and sales training. MS and Gateway commit to working together on solution-oriented messaging.

(1104) The parties agree to include under this License Agreement any new Product Releases or Version Releases made available by MS during the term of this license agreement in the relevant region. The terms and conditions applicable to such new Product Releases/Version Releases shall be the terms and conditions contained herein, unless MS is offering the new Product Releases/Version Releases with different and/or additional terms, in which case the parties agree to negotiate in good faith such terms and conditions in order that such new Product Releases/Version Releases can be included under this License Agreement. If necessary both parties shall execute an amendment to the License Agreement hereto.

(1105) COMPANY may offer this Product as an "upsell" to those customers that purchase Customer Systems Pre-Installed with Works Suite 99 or Home Essentials 98 at the indicated royalty in the above referenced Product Table.

- (i) This bundle is not available for distribution outside the United States, and must be made available only at the time of system purchase and not any time thereafter.
- (ii) In addition to the required Customer System components specified in the Customer System definition in Section 1(d) of the Business Terms Document, Customer Systems distributed with this Product must include a DVD-ROM drive and audio capabilities
- (iii) COMPANY shall advertise and promote the Product as available with COMPANY's Customer Systems in COMPANY's 1998 Holiday advertising campaigns.

(1107) For those Customer Systems that are licensed on a per system basis for Product(s) 11, 12 & 13, COMPANY will ship only one (1) of such Products on each Customer System and shall pay only the royalty for the Product shipped.

(1108) Notwithstanding the foregoing, COMPANY's subsidiary (Gateway 2000 Japan) may distribute the English version of Product to US military bases located in Japan, to local offices of US corporations located in Japan and to US citizens in Japan provided that the total number of copies of English version of Product shall not exceed 10% of total Customer Systems distributed by COMPANY's subsidiary (Gateway 2000 Japan) in Japan

Customer Systems

Except as set forth in the License Agreement, COMPANY's Customer Systems shall be defined to be all of COMPANY's single user computer system models which COMPANY advertises in print and/or other media, except those computer system models specified below. Each computer system model must be advertised by specific configuration (i.e. RAM, disk storage and such other features deemed appropriate by COMPANY). A Customer System shall be deemed "designated" by COMPANY at such time that COMPANY advertises such computer system in print and/or other media and shall remain designated as a Customer System for which COMPANY pays a royalty for as long as COMPANY, in its discretion, advertises such computer system. A "Customer System" shall further include any such advertised computer system model which includes upgraded hardware components (e.g. additional RAM, larger disk storage, larger monitor, etc.) requested by the customer and distributed by COMPANY.

COMPANY reserves the right to update and modify models and to advertise or not advertise any models at its discretion.

Product Number Key: Please refer to the Product Number in the Product Table above.

Royalty Basis Key: C = per copy; S = per system; if Product box is blank in the Customer System Table below, such Product is not licensed for distribution with the listed Customer System.

CUSTOMER SYSTEM TABLE

Model Name/ Model Number	Processor	1	2	3	4	5	6	7	8	9	10	11	12	13
Destination Series	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C	C
G-Series	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C	C
GX-450XL	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C	C
G6-450	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	S	S	S
G6-400	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	S	S	S
G6-350	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	S	S	S
G6-333C	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	S	S	S
GP-Series	Pentium/Pentium Pro				C	C	C	C	C	C	C	S	S	S
Solo Series	Pentium/Pentium Pro	C	C	C	C	C	C	C	C	C	C	C	C	C

COMPANY hereby agrees that the names and numbers indicated in the Model Name or Model Number column in the table above accurately denote the actual designation used by COMPANY to identify the listed models (on the Customer System case and in COMPANY's internal books and records).

EXHIBIT D
BRAND NAMES AND TRADEMARKS

COMPANY AND COMPANY SUBSIDIARIES BRAND NAMES AND TRADEMARKS

If COMPANY Customer Systems are marketed, licensed, or distributed under COMPANY's or COMPANY Subsidiaries' brand names and trademarks which do not include COMPANY's name, those brand names and trademarks must be listed below:

THIRD PARTY BRAND NAMES AND TRADEMARKS

If COMPANY Customer Systems are marketed, licensed, or distributed by a third party under brand names and trademarks which do not include COMPANY's name, those brand names, trademarks and model names used for the Customer Systems by a third party must be listed below. Certain Products may not be marketed or distributed under any third party brand names or trademarks. Such Products are indicated in the applicable Exhibit(s) C.

EXHIBIT N2
ADDITIONAL ADDRESSES

COMPANY:

BILL TO:
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Tom Hayslett

19

CONFIDENTIAL

Microsoft License Agreement for Application Products, #5119370004-23 dated December 1, 1998, between MICROSOFT LICENSING, INC.
and GATEWAY 2000, INC.

MS-PCA 2605139

**HIGHLY
CONFIDENTIAL**

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