



3089 Cornwallis Road  
Research Triangle Park, NC 27709

December 13, 1999

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052

Attention: Ms. Lisa Georgi, Account Manager, OEM Multinational Accounts  
Subject: MS Draft Desktop Operating System License, dated November 29, 1999  
Enclosure: IBM Response to above Subject document, dated December 13, 1999

Dear Lisa,

The enclosed document is hereby provided for your review in advance of our upcoming discussions.

IBM's enclosed response includes the following significant items:

1. In many instances, items were deleted and replaced with existing (previously negotiated and agreed to) language. The reasoning behind this approach was the fact that the existing language has been reflected into internal procedures and seems to be working for both IBM and MS;
2. Certain existing Exhibits have been added, such as: Windows 2000 Professional Upgrade(s), and Windows 95 O/S for Dedicated Systems;
3. Existing Supplemental Code Letters have been incorporated; and
4. Existing Side letters have been incorporated.

In addition, I would like to bring to your attention a few sections included within your Draft License that require immediate discussion, such as: Billing Type Change, reason for O/S Language Product Table "scheme" change, and Windows NT Workstation MOU term extensions.

IBM looks forward to our discussions and their expeditious completion and signing of the final agreement.

Sincerely yours,

Steven R. Barnes  
Contracts  
IBM Personal Systems Group

enclosure

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MS DRAFT dated November 29, 1999, as marked-up by IBM (12/199)

MICROSOFT LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEM PRODUCTS

# \_\_\_\_\_ dated February 29, 2000

with INTERNATIONAL BUSINESS MACHINES CORPORATION, a corporation of New York

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 January 1, 1998, Number 5000020615 between MS and COMPANY, as may be revised 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) ~~(s)~~ Subject to limitations in, and COMPANY's compliance with, this License Agreement, MS grants to COMPANY the non-exclusive license rights to:

~~(i) adapt the Product Software to enable it to execute on Customer System as permitted by the Product OEM Preinstallation Kit ("OPK").~~

~~(ii) install and distribute directly or indirectly (e.g. through resellers and distributors) and license (in object code form) to end users up to two (2) copies of Preinstalled Product Software on each Customer System, the second copy of which, if installed and distributed, shall be placed in ROM or on a separate hard disk partition for recovery purposes in accordance with the specifications for recovery media in the Microsoft OEM Custom Recovery Resource Guide or its successor document (as expressly identified by MS); and~~

~~(iii) distribute the following:~~

~~(A) one (1) copy of the Product software on 1) COMPANY-branded, BIOS-locked external media (e.g., diskette or CD-ROM) or 2) write available, Microsoft-branded media, in each case as acquired from an Authorized Replicator;~~

~~(B) one (1) copy of Product end user documentation as acquired from an Authorized Replicator; and~~

~~(C) one (1) copy of such other materials as are included in the APM;~~

~~in each case, except as provided elsewhere within this License Agreement and the Business Terms Document, only with those Customer System(s) identified on Exhibit(s) C as licensed for the particular Product(s) and only inside the Customer System package(s).~~

~~(iv) reproduce the Product Software solely for the purposes in: (A) Section II(a)(iii) above, (B) Sections 3(F)(i)(A), (B)(for reload or downgrade), (D), (E) and (G) of the Business Terms Document; (C) Exhibit F of the Business Terms Document as permitted in Exhibit E; and (D) as otherwise permitted in the Business Terms Document or License Agreement.~~

~~(v) modify the Product Software by applying any fixes to bugs or errors which were provided by MS to COMPANY in accordance with Section 4 of the Business Terms Document.~~

(b) COMPANY's license shall extend to new Supplements, Update Releases, and Version Releases following the release listed in Exhibit C. COMPANY's license shall also include the Supplements described in the Supplemental Addendum listed in Attachment 3 to Exhibit C1 which are hereby incorporated by reference into this License Agreement. COMPANY's license shall not extend to Product Releases; provided, however, that in the event MS makes a future Product Release available to OEMs generally, it shall offer COMPANY the opportunity to license such Product Release on MS' then current standard terms and conditions.

(c) Except as otherwise provided in the applicable Exhibit C, COMPANY's license rights shall be worldwide.

(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.

~~(i) COMPANY shall comply with: (A) the additional provisions, if any, provided in Exhibit(s) C with respect to Product(s); and (B) trademark usage, marketing or advertising guidelines provided with the Product Deliverables or otherwise provided in writing by MS, provided that MS shall provide COMPANY with adequate period of time to review such guidelines and discuss such guidelines with MS. In the event that any such guidelines conflict with the License Agreement, the License Agreement shall control.~~

(ii) COMPANY shall not modify or delete any part of the Product software in any manner, except (1) as expressly permitted in the applicable Exhibit C, and (2) with respect to Product Software distributed internally to COMPANY end users, notwithstanding any language in the License Agreement to the contrary, as an end user, COMPANY may customize and reproduce the internal productive use Product Software image prior to installation and install the customized Product Software image on computer systems for which COMPANY has acquired an APM, ~~(3) not withstanding any language in the Product EULA, provided that COMPANY removes the Product Software image from the originally installed computer system and transfers the Product end user documentation, such internal use copies of the Product Software may be~~

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11/04/99 942150001 License Agreement (DTOS)

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reinstalled on another COMPANY internal use computer system. (4) any provisions in the Product EULA regarding reverse engineering shall be superseded by the following: "COMPANY shall not reverse engineer, (a) decompile or disassemble, any Product licensed to COMPANY under this Agreement, except as permitted by applicable law without the possibility of contractual waiver, and (5) except as otherwise provided in the Business Terms Document."

(iii) COMPANY may supplement but shall not modify or translate Product end user documentation. COMPANY shall not remove, modify the package contents of Product or APM, except that if the APM includes any marketing or sales material ("Marketing Material"), COMPANY has the right to elect not to distribute such Marketing Material and, at COMPANY's expense, to remove the Marketing Material from the APM. MS agrees to use reasonable efforts to provide COMPANY prior written notice if it intends to include Marketing Material in the APM. MS agrees to assist COMPANY in removing Marketing Material from the APM by instructing the Authorized Replicator that COMPANY has the right to remove Marketing Material from the APM. If, in COMPANY's judgment, the cost and/or disruption associated with removing the Marketing Material from the APM is unacceptable, COMPANY shall not be obligated to include the APM other than the COA, EULA, MS registration card and other materials directly related to the protection of the Product Software and/or intellectual property generally.

(iv) Except as provided elsewhere within this License Agreement and/or within the Business Terms Document, COMPANY shall distribute one (1) copy of such Product end user documentation as may be required by MS and such other materials as are included in the APM with and inside the package(s) of each Customer System distributed with Product software. External media for the Product, including all BIOS locking technology used by COMPANY thereon, shall comply with the standards set forth in the Microsoft OEM Custom Recovery Resource Guide, dated October 25, 1999 ("Microsoft OEM Custom Recovery Resource Guide") or its successor document (as expressly identified by MS).

Privilege Material

Note: IBM finds that other OEM's offer systems that contain MS O/S product and these systems do not contain APM's or COA's

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(f) 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. Except as otherwise permitted in this License Agreement, COMPANY's license to distribute the Product is limited to distribution of the Product by COMPANY to end users for use pursuant to the EULA as provided by MS or an IBM EULA that has been approved by MS.

(g) MS reserves all rights not expressly granted in the License Agreement(s) or in a separate written agreement 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. Without limitation, except as expressly granted in the Business Terms Document or this License Agreement, 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. Unless as otherwise authorized in a separate written agreement, 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.

### III. ADDITIONAL PAYMENT AND REPORTING TERMS.

(a) (i) COMPANY agrees to pay MS the royalties in Exhibit(s) C in accordance with Section 3 of the Business Terms Document. Royalties are based upon COMPANY's estimated shipment volume indicated in Exhibit(s) C.

(ii) COMPANY shall maintain a level of security at each manufacturing and/or assembly location sufficient to prevent the unauthorized distribution of Product and disclosure or dissemination to third parties of any materials (including technology) that would in whole or in part enable such third parties to reproduce or in any way create a counterfeit and/or fraudulent Product. In the event COMPANY fails to maintain such level of security, COMPANY shall pay MS the royalty and default charge applicable to the Product for the difference between the number of Products, or any portion thereof such as Associated Product Materials, acquired from Authorized Replicators and the number of Products reported as shipped by COMPANY on its royalty reports, less the number of Products which can be shown to the reasonable satisfaction of MS to have been destroyed by COMPANY.

(b) COMPANY agrees that MS may, in its sole discretion, change the Billing Type for Product(s) described in Exhibit(s) C upon sixty (60) days written notice to COMPANY. If COMPANY has inventory of Product(s) at the time of such transition, COMPANY shall submit a report detailing such Product(s) in inventory including the number of units, name(s), version number(s), and other information as MS may reasonably request. MS shall invoice COMPANY for such Product(s) and the invoice shall be due in accordance with Section 3(c)(i)(A) of the Business Terms Document.

### IV. LICENSE TERM

The term of this License Agreement shall run from the License Effective Date until March 1, 2001.

### V. ENTIRE AGREEMENT.

Upon execution by both parties, 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.

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CONFIDENTIAL

Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000/January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

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**VI. EXHIBITS.**

The following Exhibits are part of this License Agreement:

- Exhibit(s) C Products
- 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.

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**NOTICE:**

For Product(s) specified in Exhibit C as licensed under the "per system" royalty calculation provisions, please note the following:

This is a Microsoft Per System License. As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.

Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer sells that is included in a Per System License. The requirement of external identification may be satisfied by placement of the unique model name or model number on the machine and its container (if any), without more.

If the Customer does not intend to include a Microsoft operating system product with a New System, the Customer does not need to notify Microsoft at any time of the creation, use or sale of any such New System, nor does it need to take any particular steps to market or advertise the New System.

Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, after which the parties may enter into arm's length negotiation with respect to a license to apply to the New System.

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 a party 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.  
CORPORATION

INTERNATIONAL BUSINESS MACHINES

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COMPANY's seal or "chop"

**NOTICE:**  
This is an OEM distribution license. Product can only be distributed with a Customer System, as specified in the License Grant Section hereof.

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**EXHIBIT C1**  
**WINDOWS DESKTOP FAMILIES**

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**PRODUCT TABLE(S)**

Estimated Otr'ly Volumes: 01 02 03 04 T:

Product #	Product Name And Version*	Language Versions**	Applicable Additional Provisions	Royalty***	Basis (e.g. per copy or per system)	Estimated Monthly Volume	Billing Type**
13228	Microsoft® Windows® Business Family		(17)	US\$ _____	Per System		
	Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version)	All available languages <del>Privilege Material Redacted</del>	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) (China English)	All available languages	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) with Hebrew Language Support	IW	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II

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	Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version)	All available languages	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344), (345)	US\$ _____ — In Addition to the Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version) with Hebrew Language Support	IW	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344), (345)	US\$ _____ — In Addition to the Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 2000 Professional (1-2 Processor Version)	All available languages	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 2000 Professional (1-4 Processor Version)	All available languages	(18), (20), (27), (28), (29), (30), (31), (313), (342), (344)	US\$ _____ — In Addition to the Royalty Specified for the Family Above	Per System		Type II

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13229	Microsoft® Windows® Home and Consumer Family		(17)	US\$	Per System		
	Microsoft® MS-DOS® Version 6.22 with Enhanced Tools Version 1.02, and Microsoft® Windows® for Workgroups Version 3.11	All available languages	(20), (21), (24), (25), (26), (30), (31), (52), (343), (347)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® MS-DOS® Version 6.22 with Enhanced Tools Version 1.02, and Microsoft® Windows® Version 3.1	All available languages	(20), (25), (26), (30), (31), (52), (53), (343), (347)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 95	All available languages	(18), (19), (20), (26), (30), (31), (342), (344), (345), (346)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Second Edition]	All available languages	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Bulgaria English]		(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II

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13229	Microsoft® Windows® Home and Consumer Family		(17)	US\$	Per System		
	Microsoft® Windows® 98 [Croatia English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Czech English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [India English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Indonesia English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Philippines English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Romania English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Ukraine English]		(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 [Ukraine Russian]	UK	(18), (19), (20), <del>(26)</del> , (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II

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13229	Microsoft® Windows® Home and Consumer Family		(17)	US\$	Per System		
	Microsoft® Windows® 98 [Vietnam English]	VI	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II
	Microsoft® Windows® 98 with Thai Language Support	TH	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	Per System		Type II

Other Available Versions: If the release listed in the Product Table above is not available in a particular licensed language, COMPANY may receive Product Deliverables for the latest available preceding release of such Product in such language by sending written notice to MS as specified below. If COMPANY is licensed for the EN version of a Product in the Product Table and at least one (1) other language version of the same Product, then in addition to the language versions specified in the Product Table above for such Product, COMPANY may receive Product Deliverables for the licensed Product in other available language versions by sending a written request to MS as specified below. All such COMPANY requests for additional Product Deliverables shall be sent to the attention of OEM Accounting Services at the address for royalty reports listed in Exhibit N1 of the Business Terms Document. Any such additional language version(s) or preceding version(s) added by notice shall be deemed licensed hereunder on the same basis (i.e., "per system" or "per copy") as the versions listed in the Product Table above. For language version(s) added by notice, COMPANY shall pay MS the highest royalty rate specified in the Product Table above for licensed language versions of such Product.

**NOTE: REQUEST DISCUSSION ON (1) REASON FOR CHANGE IN LANGUAGE "SCHEME"; AND (2) PLS EXPLAIN NTW4 CHINA ENGLISH. (3) Windows 98 "Gold", (4) Windows 2000 Pro pre-population PID no. (5) Windows 2000 SvsPrep**

\*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

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

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

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**WINDOWS 2000 PROMOTIONAL DISCOUNT**

The royalty for Windows 2000 Professional Product(s) licensed in the Product table above is subject to a promotional discount of \$\_\_\_ per unit per Product shipment even if prior to from the Effective Date until the earlier of the date of expiration or termination of the License Agreement, or March 31, 2001.

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Note: need to add this Windows 2000 Promotional Discount to the existing Desktop License Agreement for Customer Systems shipped in support of the "Launch".

**ADDITIONAL PROVISIONS KEY**

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

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(17) Except as otherwise provided in this License Agreement and/or Business Terms Document, COMPANY may not distribute more than one (1) of the Products or combinations of Products listed in the Family table above with each licensed Customer System. COMPANY's report shall separately indicate the quantity of each Product or combination of Products that COMPANY distributes.

(18) (a) COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the OEM Preinstallation Kit included in the Product Deliverables ("OPK"). COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK and for no other purpose. COMPANY is not licensed to, and agrees that it will not, modify, in any way, or delete any aspect of the Product software (including, without limitation, any features, shortcuts, icons, Active Desktop components (as described in the OPK), "wizards", folders (including sub-folders) or programs of Product software) as delivered in the Product Deliverables, except if and as specifically permitted below or in the OPK. In particular, and without limitation, this means that COMPANY is not licensed to and agrees that it will not:

(i) Modify or obscure, in any way, the sequence or appearance of any screens displayed by the Product software as delivered in the Product Deliverables from the time the Customer System completes BIOS processing after being switched on by the end user and transfers control to the Product software loaded from the hard disk ("End User Boot") until the time that the "welcome screen" program has been run and closed by the end user and the Customer System displays the Product software "desktop" screen defined in the OPK ("Desktop Screen").

(ii) Except as provided in (iii) below, display any content (including visual displays or sound) from End User Boot through and including the time that the Customer System has displayed the Desktop Screen.

(iii) Modify or obscure, in any way, the appearance of the Desktop Screen (including without limitation, the addition or modification of background wallpaper bitmaps displayed upon End User Boot); provided, however, that (A) COMPANY may add icons or folders to the Desktop Screen provided that any such icons are the same size and substantially similar shape as icons included on the Desktop Screen as delivered in the Product Deliverables and that any such folders are the same size, shape and appearance as folders included on the Desktop Screen as delivered in the Product Deliverables and (B) COMPANY may further modify the Desktop Screen when running in "Active Desktop" mode as provided in (b) below.

(iv) Use any portion of Product software to enable any programs or other content to run or appear prior to End User Boot.

(v) Configure any programs (including without limitation any "shells", "screen savers" or "welcome" scripts), "wizards" or other content to be enabled, run or initialized automatically (i.e. without requiring a deliberate act of the end user) from an icon or folder on the Desktop Screen or from the "Start" Menu of the Desktop Screen or otherwise. By way of example only, and without limiting the generality of the foregoing, COMPANY agrees that it shall not (1) populate with any programs or other content the Product software "Start-up" directory (e.g., "Windows\Start Menu\Programs\Startup" folder for Windows 95, or "%windir%\profiles\<user(s)>\Start Menu\Programs\Startup" folder for Windows NT Workstation 4.0) or (2) populate the boot.ini, config.sys, autoexec.bat, win.ini, system.ini, system.dat or user.dat files in any manner which will cause any program or content to run or load automatically upon End User Boot, except for device drivers necessary to support preinstalled or preconfigured hardware devices (e.g., network cards, printers, etc.).

(vi) Modify or add content to any directories installed by the Product software, except as permitted in the OPK for Active Desktop customization and for preinstallation of applications by COMPANY.

(b) (i) If the Product software includes the ability to run in "Active Desktop" mode, COMPANY may customize the Active Desktop in the Preinstalled Product Software in accordance with the instructions for customization provided in the OPK, provided COMPANY otherwise complies fully with Additional Provision (18)(a) above. Upon request, MS shall provide COMPANY with a copy of any such instructions.

(ii) ~~(ii)~~—(ii)—In order to perform the customizations provided in the OPK, MS shall provide COMPANY with an Internet Explorer Administration Kit ("IEAK") or other kit. MS grants to COMPANY a nonexclusive, limited worldwide, royalty-free license during the term of the License Agreement to use the IEAK to customize the Preinstalled Product Software provided that COMPANY shall use the IEAK specific to such release of Product and solely in accordance with the instructions in the OPK. In the event that the capabilities and/or instructions of the IEAK are in conflict with the customizations authorized in the OPK (e.g. the IEAK provides different customization capabilities than those authorized in the OPK), the instructions in the OPK shall take precedence.

~~(iii)~~ Notwithstanding any language contained within the License Agreement and/or the OPK, COMPANY is authorized to make any modifications necessary to Product Software to implement a default Internet Service Provider (of COMPANY's choice) for Internet Explorer software

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(c) Subject to the conditions stated herein, MS grants COMPANY the right to replace the version of any Internet Service Provider ("ISP") or Online Service Provider ("OSP") client software ("Client") included as part of the Preinstalled Product Software for any MS operating system covered by the License Agreement (including but not limited to Windows 98) with an updated version of the Client ("Updated Client") that will be provided to COMPANY-IBM by the applicable ISP or OSP (collectively "Service Provider"). COMPANY may copy the Updated Client over the Client that MS included in the Product Software, provided: (i) COMPANY shall not make any other changes to the Product except as allowed by the License Agreement and the OPK or IEAK, and (ii) the Updated Client must contain the same Client software as made generally available to the public by the Service Provider(s). COMPANY acknowledges that the Updated Client will not be included in the Product Deliverables or in Product packages available from Authorized Replicators. MS will not test the Updated Client being shipped to COMPANY-IBM by the Service Providers, and shall have no liability for installation, use, or inability to use the Updated Client. COMPANY will be responsible for any problems associated with the use, testing, integrating and preinstalling of the Updated Client.

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(19) COMPANY shall include a full copy of the back-up disk images ("CAB" files) contained in the OPK and such other directories or files as specified in the OPK on the hard disk drive of each Customer System distributed with the Product. If, and only if, COMPANY distributes the Product software solely as Preinstalled Product Software (i.e., without a back-up copy of the Product on CD, diskette, magnetic tape or other external media) with any Customer System that is designed to include or be used with a 3.5" disk drive, then COMPANY shall also preinstall the Microsoft Create System Disk Tool contained in the OPK on the hard disk drive of such Customer System to enable the end user to make a back-up copy of the Product software according to the terms of the EULA. Diskette images may only be used with the Microsoft Create System Disk Tool. COMPANY may not distribute, use, or authorize the use of the Microsoft Create System Disk Tool or diskette images except as provided in this Additional Provision or as specified in the OPK.

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(20) Notwithstanding anything to the contrary contained in the License Agreement (including Exhibits and the Business Terms Document or incorporated therein), COMPANY may distribute Product(s) only with Customer Systems which are marketed and distributed exclusively under COMPANY's or COMPANY's 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 name, trade name or trademark.

(21) COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the OEM Preinstallation Kit included in the Product Deliverables ("OPK"), except for five percent (5%) of all Customer Systems distributed with Product provided that COMPANY identifies such excepted Customer Systems separately on its royalty reports. COMPANY may use the tangible forms of the programming code, tools and software information, tools and materials contained in the OPK for development, support, testing, and preinstallation of Product Software solely to preinstall the Product software in accordance with the OPK and for no other purpose. Other than as specified in the OPK, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance.

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(24) Windows for Workgroups version 3.11 includes Microsoft At Work fax transmission software, which provides methods for stand-alone and networked computers to send and receive fax messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Accordingly, OEMs should provide only the version of Windows for Workgroups version 3.11 designed for France to avoid violating the Decree.

(25) The Japanese language version of the MS-DOS operating system is version 6.2/V. The Japanese language version of Enhanced Tools for MS-DOS 6 is 1.0/V.

(26)(a) Notwithstanding anything to the contrary in Section II of the License Agreement and in Sections 3 and 6 of the Business Terms Document, COMPANY may install one or more language versions (listed in the Language Version box above) of Product software with each applicable Customer System provided that COMPANY complies with the following restrictions:

(i) COMPANY may distribute such multiple language versions of Product software only in the form of Preinstalled Product Software. COMPANY may distribute only one backup copy of Product software in one language version for use on each such Customer System.

(ii) COMPANY shall use the set-up utility included in the Product Deliverables which allows the end user to choose one, and only one, language version of Product for the Customer System.

(iii) COMPANY shall follow all guidelines and procedures set forth in the Product Deliverables regarding the installation, set-up, and initialization of multiple language versions of Product software; and

(iv) COMPANY shall clearly indicate to end users, including without limitation, in advertising and on Customer System packaging, that end users shall have access to one language version only.

(b) COMPANY hereby indemnifies MS and its Suppliers from and against all damages, costs and attorneys' fees arising from claims or demands awarded against MS (or settlements to which COMPANY consents) based on any advertisements or other representations made by COMPANY that the end user is entitled to use more than one language version of the Product or that advertisements or other representations made by or for COMPANY are false and/or misleading with respect to the one-time language selection feature provided COMPANY is notified promptly in writing of the claim and has sole control over its defense and settlement and MS provides reasonable assistance in the defense of the same.

(c) COMPANY shall include with its royalty report, information indicating the number of Customer Systems distributed with multiple language versions of Product.

(d) Provided COMPANY complies with all terms and conditions of the License Agreement, including the Business Terms Document as incorporated therein and this Additional Provision (26), for purposes of the royalty calculation provisions of Section 3 of the Business Terms Document, preinstallation of multiple language versions of Product performed in accordance with the instructions for multiple language installation provided in the OPK shall constitute "one language" version. In such event, COMPANY shall pay the highest royalty applicable to the language versions distributed.

(e) If COMPANY does not comply with all of the requirements stated above, in addition to any other remedies MS may have, COMPANY shall pay MS the applicable royalty for each language version of Product software included with the Customer System.

(27) In order to support end-users of this Product, COMPANY agrees to employ at all times at least one (1) support technician who has successfully completed, at COMPANY's expense, the Microsoft Certified Professional program for this Product.

(28) (a) Though the Product Deliverables for this Product may include versions of the Product designed for other types of microprocessors, COMPANY is licensed to distribute the Product only with and for use on Customer Systems based on the Intel x86, Pentium or compatible architecture.

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Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000 January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

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(b) (9) COMPANY shall include a full copy of the W386 directory, support directory (except the ~~support\debug~~, ~~support\tool~~, ~~support\tool~~ and ~~support\scitool~~ subdirectories), and ~~winlib~~ directory contained in the OFK on the hard disk drive of each Customer System distributed with the Product except in those cases where such files cause Product Software installation errors as reasonably determined by COMPANY.

**NEED TO DISCUSS: (28) (b) addresses Windows NT Workstation 4.0. DO WE NEED A SIMILAR SECTION FOR WINDOWS 2000 PROFESSIONAL?**

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(19) This Product is licensed for use on Customer Systems with up to the number of Microprocessors specified in the Product Table above. "Microprocessors" shall mean the number of microprocessors distributed by COMPANY in a symmetric multiprocessing configuration but shall exclude math, graphics, video, or other specialized co-processors.

~~COMPANY is not licensed to distribute this Product on Customer Systems which are capable of utilizing more microprocessors than the number specified in the Product Table above.~~

(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.

(31) Except as otherwise permitted in the License Agreement, COMPANY may not distribute more than one Windows operating system with the same Customer System.

(52) (a) The Chinese (Simplified) language versions of MS-DOS are available with only simplified Chinese character fonts licensed from a third party. COMPANY acknowledges that such fonts may differ in quality and characteristics to Chinese character fonts available in other Microsoft Products.

(b) The Chinese (Simplified) language versions of MS-DOS are available only through selected Authorized Replicators as specified by MS. From time to time, MS shall provide an updated list of Authorized Replicators through which the Chinese (Simplified) language version of this Product is available.

(c) The APM packaging for the Chinese (Simplified) language version of this Product distributed with Customer Systems within or to the PRC shall be clearly marked by the AP in both English and simplified Chinese, "Not for distribution or use outside the People's Republic of China".

(53) (a) The Chinese (Simplified) language version of the windows operating system Product is version 3.2.

(b) The APM packaging for the Chinese (Simplified) language version of this Product distributed with Customer Systems within or to the PRC shall be clearly marked by the AR in both English and simplified Chinese, "Not for distribution or use outside the People's Republic of China".

(313) COMPANY may pre-populate a product identification number or "PID" on behalf of the end user provided that such PID matches the unique number provided by MS to COMPANY for COMPANY's preinstallation of the Product.

(342) The Certificate of Authenticity ("COA") for this Product will be made available in a sticker format. When available from the Authorized Replicator, There are no specific placement requirements as long as access to the COA Label by the end user is convenient. On a typical six-sided (desktop) computer system case the only non-qualifying placement "side" would be the bottom side. COMPANY shall affix the COA sticker to the front, back, or side of each Customer System chassis in an easily accessible location. If the Customer System is a laptop computer, COMPANY may alternatively affix the COA sticker to the bottom of the system chassis.

(343) COMPANY's license to distribute this Product shall expire on the earlier of March 31, 2000, or the expiration or termination of this License Agreement.

Note: the following two Additional Provisions (344) and (345) are still being reviewed within IBM. IBM will provide MS with its response to these two provisions soon.

(344) COMPANY or its third party leasing agent(s) ("Leasing Agent") may install and distribute the Product on Customer Systems that are rented or leased to end users ("Lessee"), provided the conditions listed below are and remain satisfied.

(a) COMPANY shall enter into a written lease agreement with a Lessee for Customer Systems distributed with the Product ("Lease"). The term of each Lease shall be no less than twelve (12) nor longer than thirty-six (36) consecutive months. COMPANY shall have the right to re-lease each Customer System.

(b) The Lease shall provide that at the expiration or termination of the Lease the Lessee shall purchase or return the Customer System (together with all copies of Product, any APM and Product CD-ROM, diskettes or other media) to COMPANY or its Leasing Agent.

(c) If COMPANY wishes to re-lease or sell a previously leased Customer System or transfer ownership of a leased Customer System to a Lessee, COMPANY may re-lease, sell or transfer such Customer System with copies of the Product, APM and related materials originally included with such Customer System for no additional royalty to MS. Alternatively, COMPANY may reinstall the Customer System with a later Product Release of the Product or a different Product for which this Additional Provision applies on such Customer System, subject to the royalty obligations and terms set forth in the License Agreement and this Additional Provision. If COMPANY elects to install a later release or alternative Product, COMPANY shall destroy and keep records of the destruction of, the external media, APM and related materials for the Product originally included with such Customer System. COMPANY's Leasing Agent's ability to perform any of the activities contemplated

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by this sub-provision (c), shall be contingent on qualification of such Leasing Agent as an authorized Third Party Installer, in accordance with Exhibit I, if and as attached to the Business Terms Document.

(d) COMPANY shall enter into a written agreement with its Leasing Agent(s) that install Product that expressly names MS as a third party intended beneficiary with rights to enforce such agreement ("Leasing Agent Agreement"), and such Leasing Agent Agreement shall require the Leasing Agent(s) to: (1) comply with obligations identical to those imposed on COMPANY by Sections 2(f), 2(h), 6(c)(ii), 7(a), 11, 13, 14 and 17(a) of the Business Terms Document; (2) consent to venue and jurisdiction in the state and federal courts sitting in the State of Washington with respect to any action brought by MS to enforce its rights under the Leasing Agreement; (3) pay MS' attorneys' fees if it is necessary for MS to employ attorneys to enforce any rights arising out of any Leasing Agent Agreement; and (4) comply with all applicable laws, rules and regulations. COMPANY shall provide to MS the name, address, contact name and business profile of each proposed Leasing Agent.

(e) Subject to the liability limitations contained within the Business Terms Document, Exhibit I-1 (i), COMPANY hereby irrevocably guarantees its Leasing Agents' fulfillment of the applicable obligations imposed by the License Agreement and/or Leasing Agent Agreement. COMPANY shall indemnify and hold MS and its Suppliers harmless from all costs, claims and damages (including costs and attorneys' fees) resulting from: (1) any breach of the terms of the License Agreement and/or the Leasing Agent Agreement, (2) any and all unauthorized use, reproduction and/or distribution of the Product by the Leasing Agent, and (3) any foreign, U.S. federal, state, local, municipal or other governmental taxes, duties, levies, fees, excises or tariffs, arising as a result of or in connection with the transactions contemplated under any Lease, with the exception of taxes imposed on MS' net income.

(f) Upon termination of the License Agreement, COMPANY and Leasing Agent(s) shall have the right to allow each Lessee to continue to use the Product for the remaining period of its then-current Lease; provided, however, that if the License Agreement has been terminated for nonpayment of royalties, COMPANY and/or Leasing Agent shall require Lessees to return all copies of the Product within ~~SIXTY (60) days~~ (30) days and COMPANY shall remove all copies of Product from the leased Customer Systems and certify destruction of the same. Sections (c), (e) and (f) of this Additional Provision shall survive termination or expiration of the License Agreement.

(345) COMPANY shall ensure that each copy of Product which is distributed with a leased or rented system in accordance with Additional Provision 344 of this Exhibit is distributed with the applicable EULA modified or supplemented consistent with the following:

**ADDENDUM TO END USER LICENSE AGREEMENT FOR MICROSOFT DESKTOP  
OPERATING SYSTEM PRODUCTS INSTALLED ON LEASED CUSTOMER  
SYSTEMS**

This addendum (the "Addendum") provides additional rights and/or restrictions to the End User License Agreement for Microsoft Software ("EULA") for the software product identified above ("SOFTWARE" or "SOFTWARE PRODUCT"). By installing, copying or otherwise using the SOFTWARE PRODUCT or the component part(s) thereof, you agree to be bound by the terms of the EULA and this Addendum. If you do not agree to the terms of the EULA and this Addendum, do not install or use the SOFTWARE PRODUCT or any component part thereof, and promptly contact Manufacturer for instructions about return of the unused product(s) for a refund.

**ADDITIONAL RIGHTS AND/OR RESTRICTIONS.** In addition to the rights and restrictions stated in the EULA, your use of the SOFTWARE PRODUCT is subject to the following rights and restrictions:

**Leased Hardware.** In the event that you receive the HARDWARE under the terms of a lease from Manufacturer or Manufacturer's third party representative, the following additional terms shall apply: (i) you may not transfer the SOFTWARE PRODUCT to another user as part of the transfer of the HARDWARE whether or not the SOFTWARE PRODUCT transferred with the HARDWARE is otherwise allowed in this EULA; (ii) your rights with respect to any SOFTWARE PRODUCT upgrades shall be as determined by the lease you signed for the HARDWARE; and (iii) you may not use the SOFTWARE PRODUCT after your lease terminates, unless you purchase the HARDWARE from Manufacturer.

(346) COMPANY's license to distribute this Product shall expire on the earlier of (i) December 31, 2001~~0~~, or (ii) the expiration or termination of this License Agreement.

(347) COMPANY may not distribute both MS-DOS and Windows 98, Windows 2000 Professional, or Windows NT Workstation with the same Customer System.

(XXX) All terms and conditions governing this License Agreement, including royalties, shall be no less favorable than those offered to others. In the event more favorable terms and conditions (including royalties) are offered to any third party, MS shall immediately offer such terms and conditions to COMPANY. In addition, to facilitate compliance with this Additional Provision (AP) the appropriate level of executive

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management from both MS and COMPANY shall meet (no less frequently than quarterly) to discuss and reach agreement on the compliance of this AP

**CUSTOMER SYSTEMS**

(a) Designated Customer Systems (as defined in Section 1(d) of the Business Terms Document) are those Customer Systems which are licensed for the Products under this Exhibit on a Per System basis. COMPANY shall designate particular Customer Systems as Designated Customer Systems by including them in a data base maintained by COMPANY, accessible online by MS, which contains a current listing of all Designated Customer Systems, and specifying them in the data base either as being Designated Customer Systems or as being licensed on a Per Copy basis for the purposes of this Exhibit C, and further specifying whether such Customer Systems are "dual install" Customer Systems pursuant to Attachment 2. COMPANY shall use reasonable efforts to add new Designated Customer Systems to such data base prior to COMPANY's initial shipment of the Customer System for revenue, and in any event within one month after such first shipment of the Customer System by COMPANY. If COMPANY inadvertently fails to designate a Customer System, COMPANY may retroactively designate such Customer System as "per system" by taking reasonable and timely corrective action after discovering such error.

(b) COMPANY may convert a Designated Customer System licensed on a Per System basis to a Customer System licensed on a Per Copy basis, by updating the data base, and such conversion shall be effective from the first day of the next monthly reporting period. COMPANY may convert a Per Copy Customer System to a Per System Designated Customer System by updating the data base.

(c) Each Designated Customer System shall be identified by family name (i.e. Antiva, Commercial Desktop, ThinkPad and successor/replacement families), or by a unique model name or model or serial number which COMPANY uses both internally (in Company's books and records) and externally (on the Customer System case and packaging). At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 Series", etc.). Designated Customer Systems defined by model line or series shall include all present models which include the designated model line or series name (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 Series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

(d) Except where COMPANY expressly designates particular Designated Customer Systems for a particular Product or Product combination, Designated Customer Systems are deemed to be designated for all of the Products included in this Exhibit C. The royalty applicable to each individual Designated Customer System is the royalty specified for the particular Product or Product combination that COMPANY actually distributes with the Customer System, provided that COMPANY distributes only one such Product or Product combination with such Customer System. In the case of Designated Customer Systems licensed on a per system basis distributed without Product, the applicable royalty is the Windows Desktop Family Per System Royalty, unless COMPANY designated a particular Product or Product combination as described above.

COMPANY's Customer Systems shall be the assembled computer systems described in the table below which (i) are configured for use only by a single user, (ii) are designed to use a video display and keyboard, and (iii) include at least a CPU, a motherboard, a power supply, a hard disk drive (except if the Product software is installed in ROM), and a case. Each listed Customer System must have a unique model line name, model name, or model number which COMPANY uses both internally (in COMPANY's books and records) and externally (on the Customer System case and packaging). For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. New models may be added by agreement of the parties.

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 series", etc.). Customer Systems defined by model line or series shall include all present models which include the designated model line or series name (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

COMPANY may elect to include as Customer System(s) new models which comply with all of the terms and conditions of the License Agreement by notifying MS of any such new model(s) when COMPANY submits its royalty report for the reporting period in which each such new model is first distributed with the Product. If COMPANY is licensed on more than one basis (e.g., per copy and per system) for the same Product, COMPANY's shall include in its notification to MS ("Notice to Add Customer Systems") the basis on which such new Customer System is to be licensed. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model which is in

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 a model line or series licensed in the Customer System table below shall be licensed for the remainder of the term of the License Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series. All new models added to the License Agreement by way of a Notice to Add Customer Systems shall bear the applicable royalty set forth in this Exhibit C. Any new model in a licensed model line or series which is not included in a Notice to Add Customer Systems (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

**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.

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**CUSTOMER SYSTEM TABLE**

Model Name/Model Number	Processor	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>

Redacted

COMPANY hereby represents and warrants 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).

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**ATTACHMENT 1 TO EXHIBIT C1**

**DISCOUNTS EARNED PURSUANT TO COOPERATIVE MARKET DEVELOPMENT AGREEMENT(S)**

**Note:** Please explain why this Attachment 1 to Exhibit C1 needs to be included as part of the License Agreement.

- (a) This Attachment does not entitle COMPANY to receive the discounts described herein. Such discounts must be earned pursuant to the then a current valid Cooperative Market Development Agreement or Cooperative Market Development and Support Agreement, MS Agreement # \_\_\_\_\_ ("MDA") between MS and COMPANY (or between COMPANY and MSCORP, as assigned to MS).
- (b) COMPANY and MS anticipate that COMPANY will earn a discount effective January 1, 2000 ("MDA-99 Discount") under its "Cooperative Market Development and Support Agreement for Microsoft Windows Desktop Operating System Products" (the "Windows Products MDA") with MS. The amount of such discount will be determined and communicated in early calendar year 2000.
- (c) The MDA-99 Discount shall be applied to COMPANY's royalty rates under the License Agreement as follows:
- (1) COMPANY's royalty rate(s) for the Windows Desktop Families shall each be calculated by the formula  $Royalty = S - D$ , where "S" is the royalty rate(s) listed in Product Table of the Exhibit C and "D" is the MDA-99 Discount.
  - (2) After expiration of the MDA-99 Discount on December 31, 2000, COMPANY's royalty rate(s) shall be increased by the amount of the MDA-99 Discount, except as otherwise provided below.
- (d) In the event that MS and COMPANY disagree as to whether COMPANY has satisfactorily completed any Milestone Activity, the parties shall each appoint a senior level executive to meet and attempt to resolve any such disagreement. Failing mutual resolution, MS shall make a final binding determination as to whether COMPANY has satisfactorily completed any Milestone Activity based upon review of actual performance in accordance with the terms stated in this Agreement. COMPANY fails to continue to successfully perform any Milestone(s) under the Windows Products MDA, MS may terminate the portion of the MDA-99 Discount corresponding to such Milestone(s), and thereafter COMPANY's royalty rate(s) shall be increased by the amount of such terminated discount.
- (e) If the term of this Attachment extends beyond December 31, 2000, and if COMPANY and MS enter into another MDA which entitles COMPANY to receive a royalty discount for calendar year 2001, the discount for the Products covered by such MDA shall be effective the later of January 1, 2001, or the date such royalty discounts are determined to be effective in accordance with such MDA.
- (f) ~~COMPANY's license to distribute Microsoft Windows for Workgroups Version 3.11 shall in no event extend beyond March 31, 2000, and COMPANY's license to distribute Microsoft Windows 95 shall in no event extend beyond December 31, 2000. Accordingly, no Cooperative Market Development and Support Agreement or any other agreement between COMPANY and MS extending beyond such dates, shall entitle COMPANY to receive any incentive discounts for Microsoft Windows 95 and Microsoft Windows for Workgroups Version 3.11.~~

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Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000/January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

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**ATTACHMENT 2 TO EXHIBIT C1  
WINDOWS NT WORKSTATION DISCOUNT FOR DESKTOP SYSTEMS**

If IBM is licensed pursuant to an Exhibit C for Windows Desktop Family to the License Agreement for Desktop Operating System Products including one or more version(s) of Windows NT Workstation ("NTW") for Desktop Systems (as defined below), IBM may earn an additional discount on the royalty rate stated in such Exhibit C in accordance with the terms below.

**(a) Definitions.**

- (i) For purposes of this Attachment, "Discount" shall mean the discount, if any, earned by IBM pursuant to the terms of this Attachment. The Discount shall apply to both Type I and II Products.
- (ii) For purposes of this Attachment, "Desktop" shall mean IBM PC (Commercial Desktop) brand and IBM IntelliStation (Professional Workstation) brand personal computers.
- (iii) For purposes of this Attachment, "Desktop Systems" shall mean Windows Desktop Family royalty-bearing Desktop Systems included in IBM's monthly royalty report to MS under the License Agreement that are counted in the divisor in the computation of percentage of Desktop NTW Business Mix Model. Included in the divisor will be Desktop Systems sold in the following IBM defined market areas and configurations: USA, EMEA, Asia-Pacific/South, and Japan. The following IBM market areas and configurations are excluded: Canada, Latin America, Asia-Pacific/North (except Japan), and any desktop models with less than 32 Mbytes of RAM.
- (iv) For purposes of this Attachment, "NTW Desktop Systems" shall mean Desktop Systems shipped and/or preloaded with NTW.

**(b) Discount.**

- (i) IBM shall be eligible to receive the royalty discount listed in the Corresponding Discount column of the table below for all Desktop models distributed worldwide with NTW. The Corresponding Discount received in any given month shall be determined by the NTW Business Mix Model Percentage met or exceeded during that month, as specified in the table below.
- (ii) The NTW Business Mix Model Percentage shall be calculated by the formula  $\text{Percentage} = \frac{N}{N + W}$  where "N" is the number of NTW Desktop Systems and "W" is the number of Desktop Systems distributed for the Reporting Period.
- (iii) IBM may receive no more than one (1) Corresponding Discount from table below for each Reporting Period.

NTW Business Mix Model Percentage	Corresponding Discount
33%	US\$10.00
45%	US\$15.00
60%	US\$25.00
70%	US\$30.00
75%	US\$35.00

**(c) Reporting Requirements.**

Reporting shall be per the License Agreement and additionally list the values associated with Desktop Systems ("W" divisor), NTW Desktop Systems ("N" numerator), calculated NTW Business Mix Model Percentage, Corresponding Discount, and total discount.

**(d) Application of Discount.**

The Royalty Discount to the NTW royalty rate defined in the License Agreement will be reported as an adjustment in the Reporting Period report. The discount will only be earned if a corresponding MOU between IBM and MSCORP for NTW marketing activities is effective during the Reporting Period.

NOTE: MOU currently expires 03/01/00 and s/b extended through 03/31/00

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**(e) Expiration of Discount**

The Discount shall expire the earlier of March 31, 2000 or the date of termination or expiration of this License Agreement.

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**ATTACHMENT 3 TO EXHIBIT C1**  
**WINDOWS NT WORKSTATION DISCOUNT FOR THINKPAD SYSTEMS**

If IBM is licensed pursuant to an Exhibit C for Windows Desktop Family to the License Agreement for Desktop Operating System Products including one or more version(s) of Windows NT Workstation ("NTW") for ThinkPad Systems (as defined below), IBM may earn an additional discount on the royalty rate stated in such Exhibit C in accordance with the terms below.

(a) **Definitions.**

(i) For purposes of this Attachment, "Discount" shall mean the discount, if any, earned by IBM pursuant to the terms of this Attachment. The Discount shall apply to both Type I and II Products.

(ii) For purposes of this Attachment, "TP" and "ThinkPad" shall mean IBM ThinkPad brand PCs.

(iii) For purposes of this Attachment, "ThinkPad Systems" shall mean Windows Desktop Family royalty-bearing TP systems included in IBM's monthly royalty report to MS under the License Agreement that are counted in the divisor in the computation of percentage of ThinkPad NTW Business Mix Model. Included in the divisor will be TP Systems sold in the following IBM defined market areas and configurations: USA, EMEA (systems shipped with English, French, or German publications), and Japan. The following IBM market areas and configurations are excluded: Canada, Latin America, EMEA (systems shipped without English, French, or German publications), Asia-Pacific (except Japan), retail TP310, retail TP385, future retail TP models, and any TP models with less than 32 MBytes of RAM.

(iv) For purposes of this Attachment, "NTW ThinkPad Systems" shall mean ThinkPad Systems shipped and/or preloaded with NTW.

(b) **Discount.**

(i) IBM's royalty rate for ThinkPad Systems distributed worldwide with NTW as set forth in Exhibit C1 of IBM's Desktop License Agreement for Operating System Products (License Agreement #5000020616), shall be reduced by seventeen dollars and fifty cents (US\$17.50).

(ii)

IBM shall be eligible to receive the additional royalty discount listed in the Corresponding Discount column of the table below for all ThinkPad models distributed worldwide with NTW. The Corresponding Discount received in any given month shall be determined by the NTW Business Mix Model Percentage met or exceeded during that month, as specified in the table below.

~~(ii)~~(iii) The NTW Business Mix Model Percentage shall be calculated by the formula  $\text{Percentage} = \frac{N}{N+W}$  where "N" is the number of NTW ThinkPad Systems and "W" is the number of ThinkPad Systems distributed for the Reporting Period.

(iv) IBM may receive no more than one (1) Corresponding Discount from table below for each Reporting Period.

NTW Business Mix Model Percentage	Corresponding Discount
25%	US\$7.50
40%	US\$12.50

(c) **Reporting Requirements.**

Reporting shall be per the License Agreement and additionally list the values associated with Desktop Systems ("W" divisor), NTW Desktop Systems ("N" numerator), calculated NTW Business Mix Model Percentage, Corresponding Discount, and total discount.

(d) **Application of Discount.**

The Royalty Discount to the NTW royalty rate defined in the License Agreement will be reported as an adjustment in the Reporting Period report. The discount will only be earned if a corresponding MOU between IBM and MSCORP for NTW marketing activities is effective during the Reporting Period.

NOTE: MOU currently expires 03/01/00 and s/b extended through 03/31/00

(e) **Expiration of Discount**

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Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000 January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

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The Discount shall expire the earlier of March 31, 2000 or the date of termination or expiration of this License Agreement.

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**ATTACHMENT 4 TO EXHIBIT(S) C  
WINDOWS DUAL INSTALLATION OPTION**

(a) MS hereby grants COMPANY to dual install a combination of Products listed in the table below on Customer Systems subject to the terms and conditions stated herein. If COMPANY is licensed for both Product 1 and Product 2 of an alternative combination of Products listed in the table below, for a given Customer System, COMPANY may install and distribute a single copy of Product 1 as Preinstalled Product Software, and a single copy of Product 2 as Preinstalled Product Software according to the terms of the respective license agreement(s) for such Products. In such event, COMPANY shall:

- (1) provide a set-up utility which allows the end user to choose one, and only one of the operating systems for the Customer System;
- (2) provide (i) the Product software only preinstalled on the Customer System and (ii) the Product documentation and other APM materials for Product 1;
- (3) pay MS the royalty for the Product 1 of the table below for the combination selected;
- (4) separately report to MS with each royalty report the number of Customer Systems distributed according to this Attachment;
- (5) in the three (2) locations listed below place a notice (translated and adapted as necessary for any jurisdiction to which COMPANY distributes the Product) that: (i) the end user must make a one-time selection between Product 1 and (ii) that after such selection has been made, if the rejected Product is then desired, the end user will need to acquire and pay for such Product as a separate transaction:
  - (i) on a sticker or other notice on the Customer System packaging (or such other place which the end user will see prior to purchase);
  - (ii) in all advertisements and marketing materials; and
  - (iii) on point-of-sale materials provided to distributors and dealers; and
- (6) indemnify MS and its Suppliers from and against all damages, costs and reasonable attorneys' fees arising from claims or demands based on any advertisements or other representations made by or for COMPANY that: (i) the end user is entitled to both Products as preinstalled on the Customer System, or that any such advertisements or (ii) other representations are otherwise false and/or misleading, provided COMPANY is notified promptly in writing of the claim and has sole control over its defense and settlement and MS provides reasonable assistance in the defense of same.

Privilege Material  
Redacted

If COMPANY does not comply with all of the requirements stated above, in addition to any other remedies MS may have, COMPANY shall pay MS the applicable royalty for both Products preinstalled with the Customer System.

(c) Notwithstanding the above, (1) in those instances where the Recovery CD distributed with the Customer System includes Preinstalled Product Software for Windows 2000, the Recovery CD may also include a recovery image of the Windows NT Workstation version 4.0; (2) in those instances where the Recovery CD distributed with the Customer System includes Preinstalled Product Software for Windows 98, the Recovery CD may also include a recovery image of Windows 95; (3) and in those instances where the Recovery CD distributed with the Customer System includes Preinstalled Product Software for Windows NT Workstation 4.0, the Recovery CD may also include a recovery image of Windows 95.

Combination Alternatives	Product 1	Product 2
1.	Windows 98	Windows 95
2.	Windows NT Workstation	Windows 95
3.	Windows NT Workstation	Windows 98
4.	Windows 2000 Professional	Windows NT Workstation
	Note: add: Product 1                      Product 2 Windows 2000 Pro. / Windows 98 Windows 2000 Pro. / Windows 95	

Privilege Material  
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ATTACHMENT 5 TO EXHIBIT(S) C1  
PRE-EXISTING SUPPLEMENTAL CODE

Privilege Material  
Redacted

<u>Supplemental Date</u>	<u>Supplement Code</u>
<u>December 3, 1999</u>	<u>MS Windows 98 Second Edition, Shut Down Update - 1999</u>
<u>November 12, 1999</u>	<u>MS Windows NT Workstation 4.0, Service Pack 6.0</u>
<u>October 8, 1999</u>	<u>MS Windows 95 and/or MS Windows 98, DirectX® Version 7.0</u>
<u>September 20, 1999</u>	<u>MS Windows 95, MS Windows 98 and/or MS Windows NT Workstation 4.0, Internet Explorer 5.0 Technology</u>
<u>August 2, 1999</u>	<u>Correction on previously issued Windows 98 Chn Trad OPK Kit Y2K Supplement</u>
<u>July 21, 1999</u>	<u>MS Windows 95, MS Windows 98 and/or MS Windows NT Workstation, Outlook® Express Year 2000 Update</u>
<u>July 21, 1999</u>	<u>MS Windows 98, Openpic.svs</u>
<u>July 14, 1999</u>	<u>MS Windows 98, Year 2000 Updates</u>
<u>July 1, 1999</u>	<u>MS Windows 98, Web TV® Update for Windows 98 Second Edition</u>
<u>June 18, 1999</u>	<u>MS Windows 95, Year 2000 &amp; Euro feature updates</u>
<u>May 26, 1999</u>	<u>MS Windows 95, MS Windows NT Workstation 4.0, Internet Explorer 5.0</u>
<u>May 11, 1999</u>	<u>MS Windows 98, MS Windows 98 Second Edition</u>
<u>May 5, 1999</u>	<u>MS Windows NT Workstation Version 4.0, Service Pack 5</u>
<u>April 30, 1999</u>	<u>MS Windows 95, MS Windows 98, MS Windows NT Workstation 4.0, Internet Explorer 4.01 Service Pack 2</u>
<u>April 30, 1999</u>	<u>MS Windows 98, Input Method Editor (IME) 2000</u>
<u>April 20, 1999</u>	<u>MS Windows 98, Internet Connection Wizard Phone Number Updates</u>
<u>January 21, 1999</u>	<u>MS Windows 98 and/or MS Windows 95, Direct X® Version 6.1</u>
<u>December 18, 1998</u>	<u>MS Windows NT Workstation 4.0, Service Pack 4.0</u>
<u>December 14, 1998</u>	<u>MS Windows 98, Year 2000 Update</u>
<u>December 11, 1998</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, Internet Explorer 4.01 with Service Pack 1a</u>
<u>December 10, 1998</u>	<u>MS Windows 95, MS Windows 98, MS Windows NT Workstation 4.0, Virtual Machine for Java Testing Ed.</u>
<u>December 10, 1998</u>	<u>MS Windows 98, Windows 98 Supplement OPK</u>
<u>September 3, 1998</u>	<u>MS Windows 98, Outlook™ Express Security Fix</u>
<u>August 10, 1998</u>	<u>MS Windows 98 and/or MS Windows 95, Direct X® Version 6.0</u>
<u>July 1, 1998</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, Internet Explorer 4.01 with Service Pack 1</u>
<u>March 26, 1998</u>	<u>MS Windows NT Workstation 4.0, MS Windows NT Workstation 4.0 Drivers CD including SP3 updates</u>
<u>March 11, 1998</u>	<u>MS Windows 95, Direct X® Version 5.0</u>
<u>February 26, 1998</u>	<u>MS Windows NT Workstation 4.0, Windows NT Option Pack</u>
<u>December 23, 1997</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, (1) Updated Features, (2) OSR 2.5</u>
<u>November 26, 1997</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, Updated Windows features, including IE 4.0</u>
<u>July 24, 1997</u>	<u>MS Windows 95, DirectX® Version 5.0</u>
<u>July 23, 1997</u>	<u>MS Windows 95, Updated client software for online services</u>
<u>July 14, 1997</u>	<u>MS Windows 95, Authenticode 2 update to IE 3.X</u>
<u>June 20, 1997</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, Microsoft NetMeeting™ Version 2.0</u>
<u>April 10, 1997</u>	<u>MS Windows 95 and/or MS Windows NT Workstation 4.0, Internet Explorer 3.02</u>
<u>December 17, 1996</u>	<u>MS Windows 95, USB Supplement</u>
<u>January 30, 1996</u>	<u>MS Windows 95, Internet Explorer version 2.0, Japanese Edition</u>

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**ATTACHMENT 6 TO EXHIBIT(S) C1**  
**EXISTING/INCORPORATED SIDE LETTERS**

Letter/E-mail Date    Subject

<u>November 23, 1999</u>	<u>MS PC COA Specification</u>	
<u>November 10, 1999</u>	<u>People PC as a reseller</u>	
<u>October 12, 1999</u>	<u>Arabic/Arabic Enabled</u>	
<u>September 27, 1999</u>	<u>Side Letter to MS Windows 98 Second Edition Welcome Process letter, dated July 19, 1999</u>	
<u>September 24, 1999</u>	<u>Netfront/MDA</u>	
<u>September 17, 1999</u>	<u>Amendment #2 to the Right to Lease Letter</u>	
<u>August 10, 1999</u>	<u>Redistribution of DCOM 1.3</u>	
<u>July 19, 1999</u>	<u>MS Windows 98 Second Edition Welcome Process</u>	<b>Privilege Material Redacted</b>
<u>June 23, 1999</u>	<u>SP5 on Server Guide</u>	
<u>June 3, 1999</u>	<u>Six Corporate/Government Exceptions</u>	
<u>May 21, 1999</u>	<u>Rense and modification of Windows 98 Second Edition code</u>	
<u>March 30, 1999</u>	<u>Use of English Language SysPrep Tool</u>	
<u>September 24, 1998</u>	<u>Re-publication of MS Windows 98 Resource Kit data</u>	
<u>July 23, 1998</u>	<u>Documentation Language v. Image language</u>	
<u>July 16, 1998</u>	<u>Boot Disk fulfillment</u>	
<u>June 19, 1998</u>	<u>ConfigSafe modification</u>	
<u>May 21, 1998</u>	<u>Demonstration copies</u>	
<u>May 11, 1998</u>	<u>Disclosure of Software Kits to Third Parties</u>	
<u>April 28, 1998</u>	<u>Non-Logo'd PC's</u>	
<u>April 2, 1998</u>	<u>Anti-virus modification</u>	
<u>March 24, 1998</u>	<u>Distribution of "infrared.inf", "msirport.inf", "msports.inf", "readme.txt" and "services.txt"</u>	
<u>January 27, 1998</u>	<u>IBM / Luckv Goldstar Customer Systems</u>	

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EXHIBIT C1

EXHIBIT C2

ADDITIONAL SYSTEMS PRODUCTS

PRODUCT TABLE(S)

Product #	Product Name And Version*	Language Versions**	Applicable Additional Provisions	Royalty***	Basis (e.g. per copy or per system)	Estimated Monthly Volume	Billing Type****
1279	Microsoft® CD ROM Extensions Version 2.2 for MS-DOS®		(30); (45); (47); (349)				Type II
1751	Microsoft® Plus! Version 1.0 for Windows® 95		(30); (46); (349)				Type II
12476	Microsoft® Plus! 98		(30); (46); (48); (61); (349)				Type II
20002	Microsoft® Plus! 98;  Running Microsoft® Windows® 98;  and  Microsoft® Windows® 98 Starts Here™		(02); (13); (30); (46); (48); (61); (349)				Type II
12756	Microsoft® Windows NT® Services for UNIX Add-on Pack		(30); (84); (349)				Type II
	Windows 95 Selected Boot Files	EN	(56)	\$2.50	Per System	0	Type II

\*\* Other Available Versions: If the release listed in the Product Table above is not available in a particular licensed language, COMPANY may receive Product Deliverables for the latest available preceding release of such Product in such language by sending written notice to MS as specified below. If COMPANY is licensed for the EN version of a Product in the Product Table and at least one (1) other language version of the same Product, then in addition to the language versions specified in the Product Table above for

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such Product, COMPANY may receive Product Deliverables for the licensed Product in other available language versions by sending a written request to MS as specified below. All such COMPANY requests for additional Product Deliverables shall be sent to the attention of OEM Accounting Services at the address for royalty reports listed in Exhibit N1 of the Business Terms Document. Any such additional language version(s) or preceding version(s) added by notice shall be deemed licensed hereunder on the same basis (i.e., "per system" or "per copy") as the versions listed in the Product Table above. For language version(s) added by notice, COMPANY shall pay MS the highest royalty rate specified in the Product Table above for licensed language versions of such Product.

\*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

\*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product Table and the Product is 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.)*

Privilege Material

**Redacted**

(92) 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.

(13) Notwithstanding anything to the contrary contained in Sections II(a), II(e) and II(f) of the License Agreement and Sections 2(c), 2(d) and 2(e) of the Business Terms Document, COMPANY shall distribute the Microsoft Press titles included in this Product on CD-ROM media and Product documentation, in each case, as acquired from an Authorized Replicator as part of each unit of Product distributed.

(10) 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.

(15) For each copy of the Product licensed by COMPANY on a multiple user basis, COMPANY shall pay the royalty rate described above for each user up to a maximum of five (5) users, plus one half of the royalty rate for each additional user in excess of five (5) users. (For example, where the royalty specified in the table above is R, if COMPANY licenses the Product for ten (10) users, the royalty due for such unit of Product would be the sum of 5R + 2.5R).

(16) (a) Microsoft Plus! Version 1.0 for Windows 95 is designed for use with Windows 95, and Microsoft Plus! 98 is designed for use with Windows 98. The Products may not function properly if used with other operating system products.

(4) The royalty rate(s) specified above require pre-installation of the Product on each Customer System distributed with the Product, except for those Customer System(s) on which COMPANY preinstalls multiple language versions of Windows 95 or Windows 98 in accordance with the Exhibit C for Windows 95 or Windows 98.

(17) The royalty rate(s) specified above require pre-installation of the Product on each Customer System distributed with the Product.

(18) Portions of the entirety of this software and/or documentation may be in English.

(56) (a) The Product does not include "Program.exe", "Winfile.exe" and "Explorer.exe." version 1.x.

(b) The Product is to be used with a COMPANY developed installation and configuration utility ("Utility").

(c) The Product Deliverables have been previously delivered pursuant to Exhibit C1, MS License Number #M001-5236.

(d) (4) In addition to the rights granted to COMPANY in Section II (LICENSE GRANT) of the Agreement, MS grants COMPANY a non-exclusive, worldwide license to use and modify Windows 95 object code for the purpose of creating said Product, and to use, execute, reproduce and distribute the Product preinstalled, or on separate media, loaded with the IBM Utility and other non-MS software.

(e) Section II(f) of the License Agreement and Section 2(i) of the Business Terms Document shall not apply to this Product.

COMPANY shall not market, distribute or otherwise refer to Product as "Microsoft Windows", "Windows" or the like.

(f) There is no requirement to distribute Product M as preinstalled. Notwithstanding any contrary language in Sections II(a)(iv) and II(e)(i) of the License Agreement or Sections 6(a) and 6(c) of the Business Terms Document, the external media containing Product M may be distributed (directly or indirectly through resellers and distributors) to end users either within the system packaging or separately.

(g) There is no requirement to ship an APM, COA or MS EULA with Product M. Notwithstanding any contrary language in Section 2(g) of the Business Terms Document, Product M is authorized to be distributed and licensed to end users pursuant to the standard IBM end user license agreement and there is no requirement to include such license agreement on-screen. Further, notwithstanding any contrary language in Section 6(c)(ii), IBM is not required to include a COA or on-screen registration process for the Product.

Privilege Material

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(h) There is no requirement to incorporate Microsoft revisions to Windows 95 in the Product or to stop shipping Product M upon the release of any subsequent Products. Accordingly, Sections 6(f), 6(g), 6(h), and 6(i) of the Business Terms Document shall not apply to Product M.

(i) There is no requirement to market the Product under any Product name or version number. Notwithstanding any contrary language in Section 7(b) of the Business Terms Document, IBM shall not market the Product as a Microsoft Product.

(j) There is no requirement to acquire the Product Software on external media from an Authorized Replicator. Notwithstanding any language to the contrary in Section II(a)(v) of the License Agreement or Section 6(b)(i) of the Business Terms Document, IBM can replicate or have replicated on its behalf the Product Software for distribution as provided above. Further, the external media shall not be considered to be a recovery CD and thus shall not be subject to the provisions of Attachment I to Exhibit C1, Product Recovery CD.

~~(61) Notwithstanding anything to the contrary contained in Section 2 of the Business Terms Document, COMPANY must distribute such Product documentation and Product media as MS, in its sole discretion, may specify as required with each Customer System distributed with Product software.~~

~~(84) This Product is designed for use with Windows NT Workstation Version 4.0 or Windows NT Server Version 4.0 with the Service Pack 3 Supplement (or subsequent Supplement) installed and may not function properly with other operating system products.~~

~~(349) External media for this Product may be available in a form which does not include COMPANY's brand or BIOS locking. In such event, COMPANY may distribute such external media in lieu of the COMPANY-branded, BIOS-locked media specified in Section II(a)(ii)(A) of the License Agreement.~~

Privilege Material  
Redacted

### CUSTOMER SYSTEMS

(a) Designated Customer Systems (as defined in Section I(d) of the Business Terms Document) are those Customer Systems which are licensed for the Products under this Exhibit on a Per System basis. COMPANY shall designate particular Customer Systems as Designated Customer Systems by including them in a data base maintained by COMPANY, accessible online by MS, which contains a current listing of all Designated Customer Systems, and specifying them in the data base either as being Designated Customer Systems or as being licensed on a Per Copy basis for the purposes of this Exhibit C, and further specifying whether such Customer Systems are "dual install" Customer Systems pursuant to Attachment 2. COMPANY shall use reasonable efforts to add new Designated Customer Systems to such data base prior to COMPANY's initial shipment of the Customer System for revenue, and in any event within one month after such first shipment of the Customer System by COMPANY. If COMPANY inadvertently fails to designate a Customer System, COMPANY may retroactively designate such Customer System as "per system" by taking reasonable and timely corrective action after discovering such error.

(b) COMPANY may convert a Designated Customer System licensed on a Per System basis to a Customer System licensed on a Per Copy basis, by updating the data base, and such conversion shall be effective from the first day of the next monthly reporting period. COMPANY may convert a Per Copy Customer System to a Per System Designated Customer System by updating the data base.

(c) Each Designated Customer System shall be identified by family name (i.e. Aptiva, Commercial Desktop, ThinkPad and successor/replacement families), or by a unique model name or model or serial number which COMPANY uses both internally (in COMPANY's books and records) and externally (on the Customer System case and packaging). At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 Series", etc.). Designated Customer Systems defined by model line or series shall include all present models which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 Series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

(d) Except where COMPANY expressly designates particular Designated Customer Systems for a particular Product or Product combination, Designated Customer Systems are deemed to be designated for all of the Products included in this Exhibit C. The royalty applicable to each individual Designated Customer System is the royalty specified for the particular Product or Product combination that COMPANY actually distributes with the Customer System, provided that COMPANY distributes only one such Product or Product combination with such Customer System. In the case of Designated Customer Systems licensed on a per system basis distributed without Product, the applicable royalty is the Windows Desktop Family Per System Royalty, unless COMPANY designated a particular Product or Product combination as described above.

COMPANY's Customer Systems shall be the assembled computer systems described in the table below which (i) are configured for use only by a single user, and (ii) include at least a CPU, a motherboard, a power supply, and a case. For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "S" or "C" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. New models may be added by agreement of the parties.

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Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000/January 1, 2000; between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

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At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 series", etc.). Customer Systems defined by model line or series shall include all present models which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S-100, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

COMPANY may elect to include as Customer System(s) new models which comply with all of the terms and conditions of the License Agreement by notifying MS of any such new model(s) when COMPANY submits its royalty report for the reporting period in which each such new model is first distributed with the Product. If COMPANY is licensed on more than one basis (e.g., per copy and per system) for the same Product, COMPANY shall include in its notification to MS ("Notice to Add Customer Systems") the basis on which such new Customer System is to be licensed. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model which is in a model line or series licensed in the Customer System table below shall be licensed for the remainder of the term of the License Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series. All new models added to the License Agreement by way of a Notice to Add Customer Systems shall bear the applicable royalty set forth in this Exhibit C. Any new model in a licensed model line or series which is not included in a Notice to Add Customer Systems (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

**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 #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>	<<Product #>>

COMPANY hereby represents and warrants 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 C  
MULTIPLE PRODUCT VERSIONS PREINSTALLATION KIT

PRODUCT TABLE(S)

Privilege Material  
Redacted

Product #	Product Name And Version*	Language Versions**	Applicable Additional Provisions	Royalty***	Basis (e.g. per copy or per system)	Estimated Monthly Volume	Billing Type****
12275	Microsoft® Multiple Product Versions Preinstallation Kit	NON	(72), (73) (99) (100)	0.00	Per copy	0	Type II

- \* [Intentionally left blank]
- \*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.
- \*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product Table 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.)*

(72) The license right granted to COMPANY by this Exhibit C permits COMPANY to use the Product (Multiple Product Versions Preinstallation Kit solely) for the purpose of preinstalling, on COMPANY's Customer Systems, multiple versions and/or languages of MS operating system Product(s) licensed in this License Agreement, if any. The language code "NON" listed in the Product Table indicates that though the Product is in the English language, it may be used for preinstallation of any language version(s) of operating system(s) that COMPANY is licensed to preinstall on the Customer System(s).

(73) COMPANY is not granted the right to distribute the Multiple Product Versions Preinstallation Kit but is granted the right under this Exhibit C to use the Product as set forth in Additional Provision 72 above subject to the following conditions:

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- (i) COMPANY shall pay the highest royalty applicable to the product/language versions distributed.
- (ii) COMPANY O/S must ship a Recovery options shall be CD in accordance with the Microsoft OEM Custom Recovery Resource Guide or its successor document (as expressly identified by MS).
- (iii) COMPANY shall include documentation for one each of the Product options included with the Customer System in the form specified by MS and as available from the Authorized Replicator.
- (iv) — (iv) — For each Product included in the option list presented to the user, COMPANY shall present as the first listed and default option for such Product the "Standard" installation as specified in the OPK for the most recent release of the Product as provided in the Business Terms Document, section 6(f), and/or as previously agreed.

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(v) Except as expressly provided herein, COMPANY shall comply with all applicable terms and conditions of the License Agreement, including the applicable Additional Provisions with respect to each Product(s).

(vi) COMPANY is not permitted to customize Product bitmaps except as necessary to include COMPANY's name, logo, Product version reference, and choice of language. COMPANY is authorized to customize the Product to the extent required to make the Product function correctly.

(vii) Other than as provided in this Additional Provision (73), no additional screens, screen modifications, or deletions are permitted by COMPANY.

(99) Notwithstanding the foregoing, COMPANY is authorized to implement an alternative (to the "MPK") technical implementations which shall be substantially similar in terms of speed, ease of use and security.

(100) COMPANY's fulfillment of the rights granted in this Exhibit shall not adversely impact the benefits otherwise earned by COMPANY via our Master Development Agreement(s) (MDA). As an example (only), COMPANY may combine three languages of Microsoft Windows 95 such as Greek, Italian and Spanish onto one "MPK" image; the default language may be Italian; and that Customer System may be distributed for sale in Israel. The fact that Hebrew is not the default language will not adversely impact the benefits otherwise earned by COMPANY via the MDA(s) Milestone having to deal with localized languages.

**Privilege Material  
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**WINDOWS® 2000 PROFESSIONAL UPGRADE**

PRODUCT TABLE(S)

<u>Product</u>	<u>Product Name And Version*</u>	<u>Language Versions**</u>	<u>Applicable Additional Provisions</u>	<u>Royalty***</u>	<u>Basis (e.g. per copy or per system)</u>	<u>Estimated Monthly Volume</u>	<u>Billing Type****</u>
.104	Microsoft® Windows® 2000 Professional Upgrade (1-2 Processor)		(29), (30), (75), (78), (79), (89), (90), (91), (334)	US\$20.00	per copy		Type II

\* [Intentionally left blank.]

\*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an If and as available basis.

\*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product Table 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.

**INITIAL PAYMENT AMOUNT**

The Initial Payment Amount for Products licensed under this Exhibit C shall be \_\_\_\_\_ Dollars (US\$ \_\_\_\_\_), and shall be paid in accordance with Section 3(b) of the Business Terms Document, as incorporated by reference into the License Agreement.

**ROYALTY CALCULATION, ORDER, AND PAYMENT**

Notwithstanding anything to the contrary contained in Section 3 of the Business Terms Document, the following royalty calculation, order and payment terms shall apply to this Product:

1. COMPANY shall submit an order authorization request in the form attached hereto as the "Windows 2000 Professional Upgrade -- OEM Program Order Authorization Request" and shall prepay to MS the royalties due for each unit of Product in advance of each order placed with the MS Authorized Replicator/MS authorized fulfillment center. Prepayment of applicable royalties shall be by wire transfer in accordance with the order and royalty payment information specified in the "Windows 2000 Professional Upgrade -- OEM Program Order Authorization Request" attached hereto. Orders submitted are not revocable. Order payments are not refundable and do not bear interest in any circumstances. COMPANY's initial order must be for at least one thousand (1000) units of Product; subsequent orders must be for at least five hundred (500) units of Product.

2. COMPANY's cumulative orders may not exceed a maximum total of five (5) times the Estimated Monthly Volume indicated in the Product Table above.

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**ADDITIONAL PROVISIONS KEY for EXHIBIT C7**

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

- (29) COMPANY is not licensed to distribute this Product on Customer Systems which are capable of utilizing more microprocessors than the number specified in the Product Table above.
- (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.
- (75) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Business Terms Document, COMPANY shall distribute the Product only in the form/packaging available from the Authorized Replicator.
- (78) All marketing or promotion of the Product shall be targeted exclusively to end users of Customer Systems, as those Customer Systems are defined in Additional Provision (79) of this Exhibit C. COMPANY shall use coupons (which are produced by the Authorized Replicator in accordance with MS specifications), or other method approved in writing by MS, to offer the Product to end users. COMPANY shall ensure that COMPANY's upgrade offer shall expire no later than the End User Order Expiration Date set forth in the Product Upgrade Program Schedule below and the coupons and any other marketing or promotional materials shall reflect such offer expiration.
- (79) For purposes of this Exhibit C, "Customer Systems" shall mean all COMPANY computer systems licensed for Prior Product (as hereafter defined) and which COMPANY can conclusively establish: (i) were distributed with a specific language version of the applicable Prior Product during the Eligible Systems Period specified for such language version in the Product Upgrade Program Schedule below in compliance with a valid OEM license agreement between COMPANY and MS; and (ii) were marketed and distributed under COMPANY's or COMPANY Subsidiaries' (and not any third party's) brand names and trademarks.
- (89) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Business Terms Document, COMPANY may distribute the Product separately from a Customer System provided that: (i) the Product is distributed only as an "upgrade" to end users specified in (iii) of this Additional Provision; (ii) the Product is distributed on behalf of COMPANY through an MS authorized fulfillment center; and (iii) the Product is distributed directly to an existing authorized end-user of a Customer System on which the respective prior product listed below in the Prior Product Table ("Prior Product") was preinstalled. COMPANY's license to distribute each language version of the Product under this Exhibit C shall expire on the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule below.
- (90) COMPANY shall have the Product distributed through a MS authorized fulfillment center of COMPANY's choice from MS' list of authorized fulfillment centers. COMPANY may not select more than one such MS authorized fulfillment center for each of the region(s) set forth in the MS Authorized Fulfillment Center Regions Table below. COMPANY shall notify MS of the MS authorized fulfillment center through which COMPANY will acquire the Product prior to placing the first order for Product.
- (91) This Product may only be distributed to end user customers located within the geographical boundaries of the region(s) set forth in the Territory Table below; provided, however, that in no event shall COMPANY be licensed to distribute to end-user customers located in regions other than those for which they were licensed for the applicable Prior Product.
- (334) The royalty rate(s) specified above require pre-installation of the Prior Product as the sole Microsoft operating system on each Customer System distributed with the Product. Unless otherwise agreed: (i) COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the written materials included in the Product Deliverables; and (ii) other than as specified in the Product Deliverables, 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.



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**PRODUCT UPGRADE PROGRAM SCHEDULE AND TABLES**

The current Product Upgrade Program Schedule is set forth in the table below for each language version of the Product. MS may, in its sole discretion, extend any of the dates in the Product Upgrade Program Schedule for one or more of the language versions of Product on written notice to COMPANY.

<b>Product Upgrade Program Schedule</b>		
<b>Language Version(s) (if licensed above)</b>	<b>English</b>	<b>Other Languages</b>
<b>Eligible Systems</b>	September 1, 1999 to March 31, 2000	September 1, 1999 to March 31, 2000
<b>End User Order Expiration Date</b>	April 30, 2000	April 30, 2000
<b>Product Distribution Expiration Date</b>	May 31, 2000	May 31, 2000

<b>Prior Product Table</b>	
<b>Product</b>	<b>Prior Product</b>
Microsoft® Windows® 2000	Microsoft® Windows NT® Workstation 4.0

<b>Territory Table</b>
United States of America
Canada
Member countries of the European Union
Member countries of the European Free Trade Association
Australia
New Zealand
Japan
Taiwan

<b>MS Authorized Fulfillment Center Regions Table</b>
United States of America/Canada
Europe
Australia/New Zealand
Japan
Taiwan

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WINDOWS 2000 PROFESSIONAL UPGRADE --  
OEM PROGRAM ORDER AUTHORIZATION REQUEST

Please complete this form and fax to:	
<u>OEM Accounting Services</u>	
<u>FAX: 775-826-0531</u>	
<u>PHONE: 775-823-5600</u>	
<u>Contact: OEM Accounting Services</u>	
1). <u>COMPANY Name:</u> _____	
2). <u>License ID #:</u> _____	
3). <u>Total Units of Windows® 2000</u> <u>Professional Upgrade on this Order:</u> _____	
4). <u>Payment Amount:</u> _____	
5). <u>Date of Payment:</u> _____	
6). <u>MS Authorized Replicator/MS Authorized</u> <u>Fulfillment Center:</u> _____	

Payments shall be made by wire transfer to:

MICROSOFT LICENSING, INC.  
c/o NationsBank of Texas, N.A.  
1401 Elm Street  
Dallas, TX 75202 U.S.A.  
Beneficiary: Microsoft Licensing, Inc. #100430  
ABA #11100001-2  
Swift Code NABKUS44  
Account # 3750891058

Regarding: Microsoft OEM Upgrade Order

COMPANY agrees to ensure that the "Regarding" line stated above, the MS license agreement number for the License Agreement, and the MS invoice number (if any) are specified on each wire transfer payment made pursuant to the License Agreement.

<u>Microsoft internal use only:</u> <u>Accounting Services document control number:</u> _____
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**CONFIDENTIAL**

Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000 January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

**MS-PCA 2604414**

**HIGHLY  
CONFIDENTIAL**

MS-PCA 000002604414

Subject to IBM Business and Legal Review

EXHIBIT C8

WINDOWS® 2000 PROFESSIONAL UPGRADE

(For Participants in the Windows 2000 READY PC Program)

PRODUCT TABLE(S)

<u>Product #</u>	<u>Product Name And Version*</u>	<u>Language Versions**</u>	<u>Applicable Additional Provisions</u>	<u>Royalty* **</u>	<u>Basis (e.g. per copy or per system)</u>	<u>Estimated Monthly Volume</u>	<u>Billing Type***</u>
13099	Microsoft® Windows® 2000 Professional Upgrade for Windows 2000 READY PC Systems (1-2 Processor)	All languages as made available by MS	(29), (30), (75), (78), (79), (89), (90), (91), (333), (334)	US\$ 20.00	per copy	N/A	Type II

\* [Intentionally left blank.]

\*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

\*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product Table 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.

ROYALTY CALCULATION, ORDER, AND PAYMENT

Notwithstanding anything to the contrary contained in Section 3 of the Business Terms Document, the following royalty calculation, order and payment terms shall apply to this Product:

1. COMPANY shall submit an order authorization request in the form attached hereto as the "Windows 2000 Professional Upgrade - OEM Program Order Authorization Request" and shall prepay to MS the royalties due for each unit of Product in advance of each order placed with the MS Authorized Replicator/MS authorized fulfillment center. Prepayment of applicable royalties shall be by wire transfer in accordance with the order and royalty payment information specified in the "Windows 2000 Professional Upgrade - OEM Program Order Authorization Request" attached hereto. Orders submitted are not revocable. Order payments are not refundable and do not bear interest in any circumstances. COMPANY's initial order must be for at least one thousand (1,000) units of Product; subsequent orders must be for at least five hundred (500) units of Product.

2. COMPANY's cumulative orders may not exceed a maximum total of five (5) times the Estimated Monthly Volume indicated in the Product Table above.

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CONFIDENTIAL

Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000 January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

MS-PCA 2604415

HIGHLY  
CONFIDENTIAL

MS-PCA 000002604415

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**ADDITIONAL PROVISIONS KEY for EXHIBIT C8**

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

(79) COMPANY is not licensed to distribute this Product on Customer Systems which are capable of utilizing more microprocessors than the number specified in the Product Table above.

(80) 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.

(75) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Business Terms Document, COMPANY shall distribute the Product only in the form/packaging available from the Authorized Replicator.

(78) All marketing or promotion of the Product shall be targeted exclusively to end users of Customer Systems, as those Customer Systems are defined in Additional Provision (79) of this Exhibit C. COMPANY shall use coupons (which are produced by the Authorized Replicator in accordance with MS specifications), or other method approved in writing by MS, to offer the Product to end users. COMPANY shall ensure that COMPANY's upgrade offer shall expire no later than the End User Order Expiration Date set forth in the Product Upgrade Program Schedule below and the coupons and any other marketing or promotional materials shall reflect such offer expiration.

(79) For purposes of this Exhibit C, "Customer Systems" shall mean all COMPANY computer systems licensed for Prior Product (as hereafter defined) and which COMPANY can conclusively establish: (i) were distributed with a specific language version of the applicable Prior Product during the Eligible Systems Period specified for such language version in the Product Upgrade Program Schedule below in compliance with a valid OEM license agreement between COMPANY and MS; and (ii) were marketed and distributed under COMPANY's or COMPANY Subsidiaries' (and not any third party's) brand names and trademarks.

(89) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Business Terms Document, COMPANY may distribute the Product separately from a Customer System provided that: (i) the Product is distributed only as an "upgrade" to end users specified in (iii) of this Additional Provision; (ii) the Product is distributed on behalf of COMPANY through an MS authorized fulfillment center, and (iii) the Product is distributed directly to an existing authorized end-user of a Customer System on which the respective prior product listed below in the Prior Product Table ("Prior Product") was preinstalled. COMPANY's license to distribute each language version of the Product under this Exhibit C shall expire on the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule below.

(90) COMPANY shall have the Product distributed through a MS authorized fulfillment center of COMPANY's choice from MS' list of authorized fulfillment centers. COMPANY may not select more than one such MS authorized fulfillment center for each of the region(s) set forth in the MS Authorized Fulfillment Center Regions Table below. COMPANY shall notify MS of the MS authorized fulfillment center through which COMPANY will acquire the Product prior to placing the first order for Product.

(91) This Product may only be distributed to end user customers located within the geographical boundaries of the region(s) set forth in the Territory Table below; provided, however, that in no event shall COMPANY be licensed to distribute to end-user customers located in regions other than those for which they were licensed for the applicable Prior Product.

(333) Where all of the following conditions are satisfied for designated Customer Systems defined above, such Customer Systems are deemed to be Windows 2000 READY eligible systems ("Windows 2000 READY Eligible Systems"), and the royalty rate for Product shall be zero dollars (US\$0.00). The zero dollar royalty (US\$0.00) applies only to Windows 2000 READY Eligible Systems as described herein.

(a) COMPANY shall include with the Product, a solution kit that contains all directions, drivers, BIOS updates, fixes, other software updates and additional instructions necessary for end users to properly install and operate the Product on any Customer System. The solution kit is subject to MS approval, and upon request by MS, COMPANY shall submit the solution kit for review and approval.

(b) COMPANY is a party to a current and valid Windows 2000 READY PC Program Agreement with MS where Windows 2000 READY Eligible Systems have met or exceeded the testing, configuration, and other requirements of that agreement for each and every milestone release of Product.

(334) The royalty rate(s) specified above require pre-installation of the Prior Product as the sole Microsoft operating system on each Customer System distributed with the Product. Unless otherwise specified, (i) COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the written materials included in the Product Deliverables; and (ii) other than as specified in the Product Deliverables, 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.

**PRODUCT UPGRADE PROGRAM SCHEDULE**

The current Product Upgrade Program Schedule is set forth in the table below for each language version of the Product. MS may, in its sole discretion, extend any of the dates in the Product Upgrade Program Schedule for one or more of the language versions of Product on written notice to COMPANY.

Language Version(s) (if	English	Other Languages
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<u>licensed above)</u>		
<b>Windows 2000 READY Eligible Systems (pursuant to Additional Provision 333)</b>	<u>June 1, 1999 to March 31, 2000</u>	<u>June 1, 1999 to March 31, 2000</u>
<b>End User Order Expiration Date</b>	<u>April 30, 2000</u>	<u>April 30, 2000</u>
<b>Product Distribution Expiration Date</b>	<u>May 31, 2000</u>	<u>May 31, 2000</u>

<b>Prior Product Table</b>	
<u>Product</u>	<u>Prior Product</u>
<u>Microsoft® Windows® 2000</u>	<u>Microsoft® Windows NT® Workstation 4.0</u>

<b>Territory Table</b>
<u>United States of America</u>
<u>Canada</u>
<u>Member countries of the European Union</u>
<u>Member countries of the European Free Trade Association</u>
<u>Australia</u>
<u>New Zealand</u>
<u>Japan</u>
<u>Taiwan</u>

<b>MS Authorized Fulfillment Center Regions Table</b>
<u>United States of America/Canada</u>
<u>Europe</u>
<u>Australia/New Zealand</u>
<u>Japan</u>
<u>Taiwan</u>

**WINDOWS 2000 PROFESSIONAL UPGRADE -  
OEM PROGRAM ORDER AUTHORIZATION REQUEST  
(For Participants in the Windows 2000 READY PC Program)**

**Subject to IBM Business and Legal Review**

Please complete this form and fax to:

**OEM Accounting Services**

**FAX: 775-826-0531**

**PHONE: 775-823-5600**

**Contact: OEM Accounting Services**

1) COMPANY Name:

2) License ID #:

3) Total Units of Windows® 2000  
Professional Upgrade on this Order:

5) Payment amount:

6) Date of Payment:

7) MS Authorized Replicator/MS authorized  
fulfillment center:

8) Total Units of Windows® 2000  
Professional Upgrade for Windows®  
2000 READY Systems on this Order:

**Payments shall be made by wire transfer to:**

MICROSOFT LICENSING, INC.  
c/o NationsBank of Texas, N.A.  
1401 Elm Street  
Dallas, TX 75202 U.S.A.  
Beneficiary: Microsoft Licensing, Inc. #100430  
ABA #11100001-2  
Swift Code NABKUS44  
Account # 3750891058

Regarding: Microsoft OEM Upgrade Order

**COMPANY agrees to ensure that the regarding line stated above, the MS license agreement number for the License Agreement, and the MS invoice number (if any) are specified on each wire transfer payment made pursuant to the License Agreement.**

Microsoft internal use only:  
Accounting Services document control number:

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**CONFIDENTIAL**

Microsoft License Agreement for Desktop Operating System Products, #5000020615 dated February 29, 2000 January 1, 2000, between MICROSOFT LICENSING, INC. and INTERNATIONAL BUSINESS MACHINES CORPORATION

**MS-PCA 2604418**

**HIGHLY  
CONFIDENTIAL**

MS-PCA 000002604418

**EXHIBIT C9  
PRODUCTS FOR DEDICATED SYSTEM**

Product Name and Version	Language Version(s)	Applicable Additional Provisions	Royalty ***	Basis (e.g., Per Copy or Per System)	Billing Type ****
Windows 95 Operating System for Dedicated Systems	EN	(a), (b), (d), (k), (l), (o), (r), (s), (t)	US\$ 53.00	Per System	Type II

\*\* Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

\*\*\* 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 Systems in the Customer System table 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.

Privilege Material  
Redacted

ADDITIONAL PROVISIONS KEY

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

(a) COMPANY may use the information, tools and materials contained in the Product Deliverables to install the Product software in accordance with the documentation accompanying the Product Deliverables and/or as specified herein.

(b) MS grants COMPANY the right to reproduce Product software in object code form on CD-ROM disk ("External Media") in accordance with MS specifications contained in the Product Deliverables for distribution with the applicable Customer System, provided that:

- (1) External Media shall consist of a copy of the image of the same Product Release of the Product software object code that was originally installed on the Customer System by COMPANY and may include non-MS products that COMPANY distributes installed on the Customer System;
- (2) External Media shall be licensed for use only to restore or reinstall the same Product Release and language release of the Product Software as originally installed on the Customer System;
- (3) Notwithstanding any language to the contrary in Section II(a)(v) of the License Agreement or Section 6(b)(i) of the Business Terms Document, COMPANY can replicate or have replicated on its behalf the Product Software for distribution as provided above;
- (4) External Media may be used by the COMPANY's authorized service representative to restore or reinstall the Product software on an end user's Customer System which contains the same Product Release and language release of the Product software;
- (5) recovery or reinstallation of the Product software shall be performed by COMPANY or an authorized service representative of COMPANY or by the licensed end user;
- (6) COMPANY and/or its authorized service representatives are hereby authorized to perform end user service, including but not limited to, Product restoration/reinstallation on Customer Systems on which the Product was originally preinstalled, via LAN, Internet or dial-up access;
- (7) COMPANY's authorized service representatives may be independent third parties, provided that these third parties have entered into an agreement with COMPANY that requires them to comply with all applicable terms of the License Agreement;
- (8) External Media shall be clearly labeled "Restoration Media - for Backup, Restoration, Reinstallation or Archival purposes only with <Name of the Customer System>";
- (9) COMPANY shall ensure that each unit of External Media is distributed with an end user license agreement ("EULA") that conforms substantially to Attachment 1 hereto;
- (10) External Media may include a single copy of each of the following files in order that the restore/recovery process shall be "bootable": command.com, io.sys, msdos.sys, and for Customer Systems with Windows 95, drvspace.bin.

(d) Notwithstanding anything to the contrary in Section II(f) of the License Agreement and Section 2(c)(i) of the Business Terms Document as incorporated therein, COMPANY is not required to distribute Product documentation.

(k) (1) The royalty rate(s) specified above require preinstallation of the Product software as the "default" operating system on each Customer System distributed with the Product software.

(2) Notwithstanding anything to the contrary contained in this Agreement, COMPANY may distribute the Product only with Customer Systems which are marketed and distributed under COMPANY's or COMPANY Subsidiaries' brand names and trademarks. Except as set forth in Exhibit D, the Product may not be distributed with Customer Systems which are marketed or distributed under any third party brand names or trademarks.

### **Subject to IBM Business and Legal Review**

(3) In addition to the required Customer System components specified in the Customer System section of this Exhibit C, Customer Systems distributed with this Product software must include a hard disk drive or ROM.

(l) COMPANY shall distribute a Windows 95 Dedicated Systems APM, which consists of a COA and an EULA, as available from an Authorized Replicator with this Product.

(m) Windows 95 includes Microsoft AI Work fax transmission software, Remote Access Service, and Remote Procedure Calls. Each of these software components provide methods for stand-alone and networked computers to send and receive fax messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Windows 95 has been designed to disable the security in each of these features when the default locale assigned during installation is France.

(r) In addition to the rights granted to COMPANY in Section II (LICENSE GRANT) of the License Agreement, MS grants COMPANY a non-exclusive, worldwide, license to use and modify Windows 95 object code for the purpose of creating said Product, and to use, execute, reproduce and distribute the Product preinstalled, and on External Media, loaded with other non-MS software.

(s) Notwithstanding any contrary language in Section 2(g) and Section 6(e)(ii) of the Business Terms Document, COMPANY is not required to include an on-screen registration process or an on-screen license agreement for the Product.

(t) There is no requirement to incorporate Microsoft revisions to Windows 95 in the Product or to stop shipping the Product upon the release of any subsequent Products unless such revision is made mandatory to comply with a legal order. Accordingly, Sections 6(d), 6(e), 6(h), and 6(i) of the Business Terms Document shall not apply to the Product.

### **CUSTOMER SYSTEMS**

(a) Notwithstanding the definition of Designated Customer Systems in Section 1(d) of the Business Terms Document, COMPANY's Designated Customer Systems for Product described in this Exhibit C shall be limited to COMPANY's current and future Dedicated Systems designated as specified below. "Dedicated Systems" are COMPANY's computer systems or computing devices designated as specified below which utilize a single microprocessor, are distributed with Product software and are designed for exclusive use with a Dedicated Application (as defined herein). A "Dedicated Application" means a dedicated purpose software program that provides the primary functionality of the Dedicated System and which when used with the Dedicated System offers significant functionality in addition to the Product software. A Dedicated Application excludes any software program which addresses more than one function of the office automation or consumer computing markets. Office automation and consumer computing functions include, without limitation, email, word processing, spreadsheets, database, network browsing, scheduling, and personal finance. A Dedicated System excludes any personal, laptop, desktop, handheld, notebook, or server computers which address more than one function of the office automation or consumer computing markets and shall not be useable as a commercially acceptable substitute for such computers. COMPANY shall designate particular Customer Systems as Designated Customer Systems by including them in a data base maintained by COMPANY, accessible online by MS, which contains a current listing of all Designated Customer Systems, and specifying them in the data base as being Designated Customer Systems for the purposes of this Exhibit C. COMPANY shall use reasonable efforts to add new Designated Customer Systems to such data base prior to COMPANY's initial shipment of the Customer System for revenue, and in any event within one month after such first shipment of the Customer System by COMPANY. If COMPANY inadvertently fails to designate a Customer System, COMPANY may retroactively designate such Customer System by taking reasonable and timely corrective action after discovering such error.

(b) Each Designated Customer System shall be identified by family name (i.e. Aptiva, Commercial Desktop, ThinkPad and successor/replacement families), or by a unique model name or model or serial number which COMPANY uses both internally (in COMPANY's books and records) and externally (on the Customer System case and packaging). At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 Series", etc.). Designated Customer Systems defined by model line or series shall include all present models which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S100, etc.; "Jaguar Pro 950 Series" includes Jaguar Pro 950, Jaguar Pro 955, etc.)



END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

ADDITIONAL AUTHORIZED UPGRADE SOFTWARE COPIES: 0

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the manufacturer ("Manufacturer") of the special purpose computing device ("SYSTEM") you acquired which includes certain Microsoft software product(s) installed on the SYSTEM ("SOFTWARE PRODUCT" or "SOFTWARE"). The SOFTWARE includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. By installing, copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Manufacturer and Microsoft Licensing, Inc. ("MS") are unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact Manufacturer for instructions on return of the unused product(s) for a refund.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Software. You may use the SOFTWARE as installed on the SYSTEM.
- Application Sharing. The SOFTWARE may contain technology that enables applications to be shared between two or more SYSTEMS, even if an application is installed on only one of the SYSTEMS. You should consult your application license agreement or contact the application licensor to determine whether sharing the application is permitted by its licensor.
- Storage/Network Use. If the SOFTWARE is installed on the SYSTEM over an internal network from a server, you must acquire and dedicate a license for the SOFTWARE for each SYSTEM on which the SOFTWARE is used or to which it is distributed. A license for the SOFTWARE may not be shared or used concurrently on different SYSTEMS.
- Back-up Copy. If MANUFACTURER has not included a copy of the SOFTWARE on separate media with the SYSTEM, you may make a single copy of the SOFTWARE for use solely for archival purposes with the SYSTEM.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- Single SYSTEM. The SOFTWARE is licensed with the SYSTEM as a single integrated product. The SOFTWARE may only be used with the SYSTEM.
- Rental. You may not rent or lease the SOFTWARE.
- Software Transfer. You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the SYSTEM, provided you retain no copies, you transfer all of the SOFTWARE (including all component parts, the media, any upgrades or backup copies, this EULA, and if applicable, the Certificate(s) of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must include all prior versions of the SOFTWARE.
- Termination. Without prejudice to any other rights, Manufacturer or MS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.
- Single EULA. The package for the SOFTWARE may contain multiple versions of this EULA, such as multiple translations and/or multiple media versions (e.g., in the user documentation and in the software). In this case, you are only licensed to use one (1) copy of the SOFTWARE PRODUCT.
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ADDITIONAL ADDRESSES

COMPANY:

**BILL TO:**

<<TAGNAME:Bill to>>

IBM Corporation  
150 Kettletown Road  
Southbury, CT 06488

Attn: SRM Manager, Mail Drop 328

**SHIP TO:**

<<TAGNAME:Ship to>>

IBM Corporation  
3039 Cornwallis Road  
Research Triangle Park, NC 27709

Attn: Mr. Gary Dingess, Internal Mail ENEA/002-3

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