

AMENDMENT

**PLAINTIFF'S
EXHIBIT
4364
Comes v. Microsoft**

**SIGNED
ORIGINAL**

Amendment No. 6
to the License Agreement
Between
AST RESEARCH, INC. and MICROSOFT CORPORATION

This Amendment of the Microsoft License Agreement #1589-1057, between MICROSOFT CORPORATION and AST RESEARCH INC., herewith ("Agreement"), is made and entered into this 1st day of April, 1993, by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 (hereafter "MS"), and AST RESEARCH, INC., a Delaware corporation (hereafter "AST").

RECITALS

WHEREAS, AST desires to license Microsoft Pen Extensions for Windows (with Handwriting Recognition);

NOW THEREFORE, the parties agree to modify the Agreement and its amendments as follows:

1. The attached Exhibit C10 shall be added to the Agreement. Effective April 1, 1993, AST shall pay royalties for Pen Extensions for Windows for Customer Systems in Exhibit M9 under Exhibit C10.
2. The attached Exhibit M9 shall be added to the Agreement.
3. Notwithstanding anything to the contrary in Section 9 AST's right to license the Product shall cease on April 1, 1995 provided that this Agreement has not been terminated prior to the expiration of its term as set forth in Section 9 and 10.
4. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment shall be effective upon execution on behalf of AST by its duly authorized representatives and signed by MS at its Redmond, Washington office.

MICROSOFT CORPORATION

AST RESEARCH, INC

402 JL
 By JL
JERR LUM
 Name (Print)
Director, OEM Sales
 Title
MAY 1, 1993
 Date

Safi Qureshey
 By Safi Qureshey
Safi Qureshey
 Name (Print)
President
 Title
April 15, 1993
 Date

EXHIBIT C10 (SYSTEM COMMITMENT)

PRODUCT: Microsoft Pen Extensions for Windows (with Handwriting Recognition).

VERSION NO: 1.0A

FOREIGN LANGUAGE: U.S. and any other non-double byte character language versions if and when they are made available by MS to OEMs.

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation that MS delivers with the Product Commitment.
- (c) Adaptation Materials:
Yes(X) No() Not Applicable()

NOTE: Product deliverables include MS Windows 3.1 in addition to MS Pen Extensions for Windows features. This Exhibit C10 provides AST with a license for MS Pen Extensions for Windows features only. A separate Exhibit C is required for MS Windows 3.1.

PRODUCT SPECIFICATIONS

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS

(a) For each Customer System identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement; or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which AST pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M9	\$12.00

(b) If the Product licensed for use with AST's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of (US\$1.80) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement.

(c) AST's report shall specify the number of Customer System(s) shipped or placed in service by or for AST during the calendar quarter and the number of copies of Product, including Update Releases, Version Releases, and Upgrades licensed or otherwise disposed of by AST during that calendar quarter, and shall be signed by a duly authorized representative of AST.

EXHIBIT C10 (SYSTEM COMMITMENT)

(Continued)

AST shall furnish this statement for each Customer System separately by processor. In the event that no Customer System(s) are manufactured by or for AST during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalties (i.e. the 80286 and 80386 based Customer Systems) applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per copy royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = (R \times 1.15),$$

where R is the initial per system royalty described above.

ROYALTIES FOR UPGRADES:

In the event AST distributes an Upgrade of Product, AST agrees to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (i.e., the initial royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 4 of the Agreement.

ADDITIONAL PROVISIONS:

(a) Notwithstanding anything to the contrary in the Agreement, AST may only refer to Product as "Microsoft Pen Extensions for Windows". AST may not refer to Product as "Pen Windows" or "Microsoft Windows for Pen Computing".

(b) AST agrees to include an MS Product registration card in AST's Product package. MS will provide a mechanism by which AST can receive a listing of AST's end users who have registered with MS. MS will provide AST with appropriate registration card artwork.

(c) AST shall not use or display any MS logo (i.e. including without limitation any stylized representation of the MS name used by MS) in its materials or packaging, except as otherwise provided in Exhibit(s) C or by separate agreement.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Pen Extensions for Windows™

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH, INC.

(As added by Amendment No. 6)

EXHIBIT M9

AST'S CUSTOMER SYSTEMS

For purposes of Exhibit C10, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

AST Pen Exec

AST shall have the right to designate new Customer Systems by identifying such new Customer Systems in a letter to MS.

Any system with an identical configuration to those Customer Systems specified above (and those added in letter(s)) shall be deemed to be a Customer System for which a royalty is due.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH, INC.

(As added by Amendment No. 6)

AMENDMENT

Amendment No. 5
to the License Agreement Between
AST RESEARCH, INC. and MICROSOFT CORPORATION
Dated January 1, 1991, Contract No. 1589-1057

**SIGNED
ORIGINAL**

This Amendment ("Amendment") to the License Agreement ("Agreement") between MICROSOFT CORPORATION ("MS") and AST RESEARCH, INC. ("AST") dated January 1, 1991, is made and entered into this 15th day of February, 1993. The Effective Date of this Agreement shall be April 1, 1993.

I. The following provisions shall amend or modify the corresponding provisions of the Agreement with respect to Product licensed in Exhibits C8 through C9 of this Amendment only, but shall not modify or amend such provisions with respect to other Products.

1. DEFINITIONS

(d) "Product" or "Products" shall mean the copyrighted and/or patented MS software products described in the attached Exhibit(s) C (including MED Product and Product acquired for Authorized Replicator), including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(h) "MED Product" shall mean Product in "Easy Distribution Package" form available for purchase from an Authorized Distributor.

(i) "Authorized Replicator" shall mean a third party approved by MS which may reproduce and manufacture Product for AST. MS shall provide AST with a list of Authorized Replicators and shall notify AST at least thirty (30) days in advance of any additions or deletions from this list.

(j) "Authorized Distributor" shall mean a third party approved by MS from which AST may purchase MED Product. MS shall provide AST with a list of Authorized Distributors and shall notify AST at least thirty (30) days in advance of any additions or deletions from this list.

Note: Sections 1(a), 1(b), 1(c), 1(e), 1(f) and 1(g) remain unchanged.

2. LICENSE GRANT

(a) MS grants to AST the following non-exclusive, worldwide license rights:

(i) to adapt the Product as necessary to enable it to execute only on AST's Customer System(s);

(ii) to reproduce and install no more than one (1) copy of Product software on each Customer System hard disk or Read Only Memory ("ROM");

(iii) to distribute directly or indirectly and license copies of the Product (reproduced in accordance with Section 2(a)(ii) and/or acquired from Authorized Replicator or Authorized Distributor) in object code form to end users through its resellers (Distributors, VADs, VARs, Dealers, mass merchants and OEMs) under the terms of AST's end user license agreement; and

(iv) to grant to AST Subsidiaries (as "subsidiary" defined in Section 1(a)) all rights granted to AST herein (except that AST Subsidiaries may not further grant rights to third parties).

Such license rights are subject to the restrictions and conditions in this Agreement, and in particular in Section 6.

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(b) Except as necessary to install Product software, AST may not reproduce Product. Product software (in diskette form) and Product documentation (in hard copy form) shall be available to AST only from an Authorized Distributor and/or Authorized Replicator.

(c) AST acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill AST's orders if AST fails to comply with any provision of this Agreement and fails to cure such non-compliance within thirty (30) days of receipt of notice from MS.

(d) AST shall not modify or substitute Product documentation without MS' prior written permission. However, AST, at its option, may distribute supplemental Product documentation in conjunction with the Product, provided that AST's supplemental documentation is consistent with Product documentation provided by MS.

(e) AST's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that AST accepts under Section 4 and elects to distribute under this Agreement. Royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. AST's license hereunder shall not extend to Product Releases.

(f) AST's rights hereunder shall not extend to Product source code unless Exhibit S1 is attached and executed.

(g) All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(h) MS agrees to negotiate in good faith with AST to license Product Releases and other products not available to AST under this Agreement at MS' then applicable price(s), terms and conditions.

(i) AST shall deliver to MS, in source code and object form, any "adaptation code" it writes to enable the Product to execute on its Customer System(s), and AST hereby grants MS a nonexclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting AST.

3. PRICE AND PAYMENT

(a) AST agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B(s) and Exhibit(s) C. AST's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein.

(b) Prices stated are exclusive of any federal, state, municipal or other governmental taxes (including foreign tax withholding except as provided in Section 3(c)), duties, licenses, fees, excises or tariffs now or hereafter imposed on AST's or AST Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between AST and AST Subsidiaries. Such charges shall be paid by AST, or in lieu thereof, AST shall provide a resale or exemption certificate acceptable to MS and the applicable domestic state and local authorities. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(c) In the event AST is based outside the US and income taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, AST may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that AST shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. AST will make certain that any taxes withheld are minimized to the extent possible under applicable law.

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(d) Except where otherwise provided, AST agrees to make consolidated (i.e. on behalf of AST and AST Subsidiaries which exercise rights under this Agreement) quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. AST's quarterly report shall provide the information described in the applicable Exhibit(s) C for each Product licensed hereunder, and shall be signed by a duly authorized representative of AST. AST shall submit quarterly reports even if no royalties or other amounts are due for such quarter. AST shall use the royalty reporting form attached as Exhibit R or other mutually agreed upon form. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for copies of a Product (i) used by AST solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; or (iv) provided as back-up copies to end users by AST under Section 6(d).

(f) AST shall provide MS with a copy of its US state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

(g) If AST is a US based company, payments and royalty reports shall be made to:

MICROSOFT CORPORATION
P.O. Box 84808
Seattle, WA 98124-6108

If AST is based outside the US, AST agrees to make such payments and royalty reports as follows:

Payment by wire transfer to:

c/o First Interstate Bank of Washington
Seattle Main Branch
Seattle, WA
Account #001-025865

ABA 125-000-286

Royalty reports to:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
USA

ATTN: OEM Finance

or to such other address or account as MS may specify from time to time. AST agrees to specify the MS invoice number, if any, with respect to which payment is made.

4. ACCEPTANCE AND LIMITED WARRANTY

(a) With respect to Product Deliverables defined on the applicable Exhibit(s) C provided to AST by MS:

(i) Within sixty (60) days after the later of AST's execution of this Agreement or MS' delivery to AST of each release of Product licensed hereunder, AST shall either accept such Product or report deviations from specifications in writing. AST is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit(s) C shall solely determine acceptability. If AST does not report deviations from Product specifications within the sixty (60) day period, or if AST ships the Product to a customer for revenue, AST shall be deemed to have accepted the Product.

(ii) If AST reports any deviations from Product specifications prior to acceptance, then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to

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AST, AST shall have sixty (60) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as AST's sole remedy (A) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (B) the correction period may be extended as may be agreed by the parties, or (C) failing any agreement, AST may reject the Product, and provided that AST has rejected the first version of each released Product licensed under this Agreement, then AST shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. AST shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any release of any Product under this Agreement.

(iii) MS represents that each Product meets the specifications referenced in the applicable Exhibit(s) C. If AST reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as AST's sole remedy MS agrees to use reasonable efforts to correct such deviations. AST's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section (iii) as to a particular release of a Product shall cease ninety (90) days after delivery to AST of any subsequent release of Product which conforms to specifications as provided in Section 4(a).

(b) Authorized Distributor and/or Authorized Replicator, as applicable, shall provide warranty(ies), if any, for copies of Product provided to AST by such Authorized Distributor and/or Authorized Replicator.

(c) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. AST shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally.

(d) Except as expressly provided, this Agreement does not include technical support to AST. Such support may be available pursuant to a separate agreement.

5. Note: Section 5 remains unchanged.

6. LICENSE RESTRICTIONS

(a) AST shall market, distribute and license Product(s) only with those Customer System(s) listed on Exhibit(s) C for the particular Product(s) and only inside the Customer System package. Notwithstanding the foregoing, AST may distribute Product outside of Customer System packages under the following conditions: 1) AST renders Product incapable of running on computer systems other than AST's Customer Systems (such versions of Product shall be referred to as "AST Only Product"); 2) AST shall notify its resellers, etc. in writing that Product should not be displayed as a retail shelf item and that it will run only on AST Customer Systems; and 3) AST shall display a sticker on the front of the Product package indicating that Product will run only on AST Customer Systems and will also display AST's technical support telephone number or refer the end user to the Customer System documentation for the support telephone number. In addition to Product software installed on a Customer System, AST may distribute only one (1) copy of Product (on diskette form) with each such Customer System. AST may replace, directly to end users, defective copies of Product. AST shall also comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product distribution. AST shall notify in writing its resellers, etc. that they must comply with the foregoing and shall notify its reseller, etc. to cease any known violation. AST agrees that it will use best efforts to ensure compliance by its resellers, etc. with the foregoing restrictions which efforts may include discontinuing distribution of Product to any such reseller, etc. that does not comply with the foregoing after thirty (30) days of receipt of notice from AST that such reseller, etc. must comply.

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(b) AST shall not reverse engineer, decompile or disassemble any Product, except that in the European Economic Community, AST shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991).

(c) AST shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). AST's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. AST's EULA shall conform substantially to the Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which AST markets or distributes the Product.

(d) Where Product software is installed on the Customer System's hard disk or ROM, AST shall:

(i) package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector or on the box containing the Customer System power cord informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA; and

(ii) either (A) provide, in accordance with Section 6(a) above, a single copy of Product documentation with each Customer System; or (B) make the Product documentation available directly to AST's end user purchasers as a mail order fulfillment item. Such Product documentation shall not be available through any other AST distribution channel.

(e) AST shall market each release of Product only under the version number assigned by MS to such release.

(f) AST shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number in Product documentation and/or Customer System documentation.

(g) AST agrees to include a MS Product registration card in AST's Customer System package for those AST Customer Systems on which AST installs Product on the hard drive or in ROM. MS agrees to negotiate in good faith with AST a mechanism by which AST can receive a quarterly listing of AST's end users who have registered with MS. AST must obtain the appropriate registration card from Authorized Replicator at no charge.

7. Note: Sections 7 to 20 remain unchanged.

II. The existing Exhibit B shall be replaced with the attached Exhibits B and B3.

III. The attached Exhibit C7 shall be added to the Agreement.

IV. The attached Exhibit C8 for MS-DOS 6 shall be added to the Agreement.

V. The attached Exhibit C9 for Enhanced Tools for MS-DOS 6 shall be added to the Agreement.

VI. Exhibit M2, Exhibit M7 and Exhibit M8 shall be amended to permit AST to add additional Customer Systems by notifying MS in writing.

VII. The attached Exhibit M8 shall be added to the Agreement.

VIII. AST's rights to distribute all versions of MS-DOS and MS-DOS Shell, if applicable, prior to versions numbered less than Version 6.0 shall cease ninety (90) days from the date AST ships Product to customer, but no later than September 1, 1993 except in response to a specific customer request. AST may ship a single copy of either MS-DOS 6 (and/or Enhanced Tools for MS-DOS, if licensed) or an

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earlier version of MS-DOS (and/or MS-DOS Shell, if licensed), but not both, with each Customer System.

IX. The term of this Agreement shall be extended until April 1, 1996.

X. Exhibit C1 for MS-DOS shall be modified to exclude MS-DOS Version 6.0 and MS-DOS Shell 6.0. (MS-DOS 6.0 and Enhanced Tools shall be available under Exhibits C8 and C9.)

XI. Exhibit M1 shall be deleted and replaced with the attached Exhibit M1.

XII. MS agrees to discuss with AST potential joint marketing and co-development opportunities.

XIII. If MS authorizes any major OEM customers (excluding IBM) to sell Products in Exhibits C8 and C9 as retail shelf product, MS agrees to offer AST the same or similar opportunity.

XIV. Except as provided herein, all terms of the Agreement shall remain in full force and effect. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

XV. If AST signs this Amendment on or prior to February 15, 1993, then the royalty in Exhibit C1 shall be reduced by One Dollar (US\$1.00) for the quarter January 1, 1993 to March 31, 1993.

XVI. Notwithstanding anything in Exhibits B and C, in the event AST's earned royalties significantly exceed or fall below the quarterly minimum commitments over a six (6) month period, then AST and MS agree to renegotiate in good faith, a revised prospective royalty rate and minimum commitment. For example, if earned royalty payments were fifteen percent (15%) higher than the minimum commitment for two (2) consecutive quarters, then the parties would renegotiate a higher commitment and lower royalty rate going forward. Similarly, if the earned royalties fell below the minimum commitment for two (2) consecutive quarters the parties would renegotiate a lower commitment and a higher royalty rate going forward. Any renegotiated royalty rate and minimum commitment increases or decreases will be effective immediately following any such six (6) month period.

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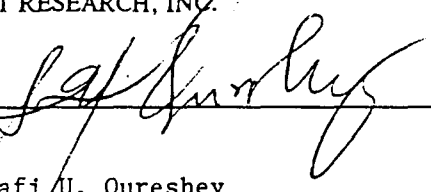
This Amendment shall be null and void unless signed by AST and returned to MS within thirty (30) days of receipt by AST.

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

MICROSOFT CORPORATION

AST RESEARCH, INC.

By 

By 

Name (Print) J. KEMPIN

Name (Print) Safi U. Qureshey

Title VP GEN

Title President and CEO

Date 02/15/93

Date February 15, 1993

03/01/93 LE930330.014

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EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

AST agrees to pay a minimum of Five Million Seven Hundred Sixty Five Thousand Five Hundred Dollars (US\$5,765,500.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first AST shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$1,000,000.00	\$1,000,000.00
3 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$2,500,000.00
6 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,000,000.00
9 months after the FIRST PAYMENT DATE	<u>\$1,765,500.00</u>	<u>\$5,765,500.00</u>
Total First Period Minimum Commitment	<u>\$5,765,500.00</u>	<u>\$5,765,500.00</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

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EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

AST agrees to pay a minimum of Eight Million Three Hundred Twenty Two Thousand Dollars (US\$8,322,000.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>US\$</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,942,500.00	\$1,942,500.00
15 months after the FIRST PAYMENT DATE	\$2,156,000.00	\$4,098,500.00
18 months after the FIRST PAYMENT DATE	\$2,156,000.00	\$6,254,500.00
21 months after the FIRST PAYMENT DATE	<u>\$2,067,500.00</u>	<u>\$8,322,000.00</u>
Total Second Period Minimum Commitment	<u>\$8,322,000.00</u>	<u>\$8,322,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

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EXHIBIT B

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Ten Million Three Hundred Seventeen Thousand Five Hundred Dollars (US\$10,317,500.00) for Product(s) licensed under Exhibits C8 and C9 within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first and second periods of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C8 and C9 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
24 months after the FIRST PAYMENT DATE	\$2,067,500.00	\$2,067,500.00
27 months after the FIRST PAYMENT DATE	\$2,750,000.00	\$4,817,500.00
30 months after the FIRST PAYMENT DATE	\$2,750,000.00	\$7,567,500.00
33 months after the FIRST PAYMENT DATE	<u>\$2,750,000.00</u>	<u>\$10,317,500.00</u>
Total Third Period Minimum Commitment	<u>\$10,317,500.00</u>	<u>\$10,317,500.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

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EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Fourth Period of This Agreement

AST agrees to pay a minimum of Twelve Million Dollars (US\$12,000,000.00) for Product(s) licensed under Exhibits C8 and C9 within the fourth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the fourth period of this Agreement. Payments made during the first, second, and third periods of this Agreement shall not be credited towards the minimum commitment requirement in the fourth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C8 and C9 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FOURTH PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
36 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$3,000,000.00
39 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$6,000,000.00
42 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$9,000,000.00
45 months after the FIRST PAYMENT DATE	<u>\$3,000,000.00</u>	<u>\$12,000,000.00</u>
Total Fourth Period Minimum Commitment	<u>\$12,000,000.00</u>	<u>\$12,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

MS-PCA 2617726

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EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Fifth Period of This Agreement

AST agrees to pay a minimum of Fifteen Million Dollars (US\$15,000,000.00) for Product(s) licensed under Exhibits C8 and C9 within the fifth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the fifth period of this Agreement. Payments made during the first, second, third, and fourth periods of this Agreement shall not be credited towards the minimum commitment requirement in the fifth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C8 and C9 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIFTH PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
48 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$3,000,000.00
51 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$6,000,000.00
54 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$9,000,000.00
57 months after the FIRST PAYMENT DATE	\$3,000,000.00	\$12,000,000.00
60 months after the FIRST PAYMENT DATE	<u>\$3,000,000.00</u>	<u>\$15,000,000.00</u>
Total Fifth Period Minimum Commitment	<u>\$15,000,000.00</u>	<u>\$15,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 5)

MS-PCA 2617727

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EXHIBIT B3

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Three Million Seven Hundred Fifty Thousand Dollars (US\$3,750,000.00) for Product(s) licensed under Exhibits C2 and C4 within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first and second periods of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C2 and C4 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
24 months after the FIRST PAYMENT DATE	\$0.00	\$0.00
27 months after the FIRST PAYMENT DATE	\$1,250,000.00	\$1,250,000.00
30 months after the FIRST PAYMENT DATE	\$1,250,000.00	\$2,500,000.00
33 months after the FIRST PAYMENT DATE	<u>\$1,250,000.00</u>	<u>\$3,750,000.00</u>
Total Third Period Minimum Commitment	<u>\$3,750,000.00</u>	<u>\$3,750,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

MS-PCA 2617728

EXHIBIT B3
(Continued)

MINIMUM COMMITMENT

Fourth Period of This Agreement

AST agrees to pay a minimum of Four Million Dollars (US\$4,000,000.00) for Product(s) licensed under Exhibits C2 and C4 within the fourth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the fourth period of this Agreement. Payments made during the first, second, and third periods of this Agreement shall not be credited towards the minimum commitment requirement in the fourth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C2 and C4 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FOURTH PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
36 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$1,000,000.00
39 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$2,000,000.00
42 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$3,000,000.00
45 months after the FIRST PAYMENT DATE	<u>\$1,000,000.00</u>	<u>\$4,000,000.00</u>
Total Fourth Period Minimum Commitment	<u>\$4,000,000.00</u>	<u>\$4,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

MS-PCA 2617729

EXHIBIT B3

(Continued)

MINIMUM COMMITMENT

Fifth Period of This Agreement

AST agrees to pay a minimum of Five Million Dollars (US\$5,000,000.00) for Product(s) licensed under Exhibits C2 and C4 within the fifth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the fifth period of this Agreement. Payments made during the first, second, third, and fourth periods of this Agreement shall not be credited towards the minimum commitment requirement in the fifth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only for Products licensed in Exhibits C2 and C4 during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIFTH PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
48 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$1,000,000.00
51 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$2,000,000.00
54 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$3,000,000.00
57 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$4,000,000.00
60 months after the FIRST PAYMENT DATE	<u>\$1,000,000.00</u>	<u>\$5,000,000.00</u>
Total Fifth Period Minimum Commitment	<u>\$5,000,000.00</u>	<u>\$5,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 5)

MS-PCA 2617730

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EXHIBIT C7 (SYSTEM COMMITMENT)

(NOTE: For convenience purposes, Product deliverables may include Microsoft Windows 3.1 in addition to Microsoft Multimedia Pack for Windows. This Exhibit C provides AST with a license for Microsoft Multimedia Pack for Windows only. A separate Exhibit C is required for Microsoft Windows 3.1.)

PRODUCT: Microsoft Multimedia Pack for Windows

VERSION NO: 3.X

FOREIGN LANGUAGE: French, German, Arabic, Farsi, Korean, Japanese (Kanji), Portuguese, Russian, Turkish, Dutch, Finnish, Italian, Norwegian, Swedish, Spanish*

*AST acknowledges that these versions will be licensed to AST only if and when made available.

PRODUCT DELIVERABLES:

- (a) Product in object code form.
- (b) Standard user documentation that MS delivers with Product.
- (c) Adaptation Materials
Yes (X) No () Not Applicable ()

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M8	\$8.50

(b) If the Product licensed for use with AST's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of (US\$1.25) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement.

(c) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version, including Update Releases and Version Releases, licensed or otherwise disposed of by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M8 and shall report for each Customer System separately by processor and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

MS-PCA 2617731

EXHIBIT C7 (SYSTEM COMMITMENT)

(Continued)

ROYALTIES FOR NEW VERSION RELEASES:

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

Maximum royalty = R x 1.15,

where R is the initial per system royalty described above.

ADDITIONAL PROVISIONS:

1. AST agrees to include the MS product registration card in AST's Product package.
2. AST shall only distribute the Product in CD-ROM format.
3. AST shall distribute Product only with Customer Systems that include Windows 3.1 or other operating system software certified by MS to properly execute Product.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Multimedia Pack for Windows™

NOTE: When distributing the Product in conjunction with Windows 3.1, you must refer to the Product as Microsoft Windows 3.1 plus Multimedia Pack.

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 5)

MS-PCA 2617732

EXHIBIT C8 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS, MS-DOS ROM

VERSION NO: 6.0

FOREIGN LANGUAGE: French, German, Arabic, Farsi, Korean, Japanese (Kanji), Portuguese, Russian, Turkish, Dutch, Finnish, Italian, Norwegian, Swedish, Spanish*

*AST acknowledges that these versions will be licensed to AST only if and when made available.

PRODUCT DELIVERABLE:

- (a) OEM Distribution Kit consisting of Product in object code form and pre-installation utilities. Single copy of Product documentation for support purposes only.
- (b) OEM Adaptation Kit with adaptation materials.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, except (1) those Customer System(s) shipped with Product identified on Exhibit C1 for MS-DOS operating system version 5.0 (in accordance with Section VIII) and (2) those Customer Systems #2 (Exhibit M1) which are shipped with an AST Only Product (as defined in Section 6(a)).

Customer System

Royalty Rate (US\$)

Exhibit M1

\$14.00

\$12.00 for systems listed in Exhibit M1 that are distributed exclusively through the mass merchant channel.

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by AST.

(b) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, AST must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

(c) If AST licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS a royalty of (US\$2.10) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for AST during the term of this Agreement.

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EXHIBIT C8 (SYSTEM COMMITMENT)

(Continued)

(d) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M1 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or distributed by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

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

$$\text{Maximum royalty} = R \times 1.15,$$

where R is the initial per system royalty described above.

ADDITIONAL PROVISIONS:

A. AST may upgrade previously licensed copies of MS-DOS 5.0 and MS-DOS 5.0 Shell (shipped with AST's Customer Systems) to MS-DOS 6.0 and Enhanced Tools ("Upgrade Product") at no charge under the following conditions:

1. The customer must have purchased a Customer System with MS-DOS 5.0 from AST within the ninety (90) day period prior to AST's first customer shipment of MS-DOS 6.0, but no later than September 1, 1993.
2. The Upgrade Product must be distributed to the customer within the ninety (90) day period following AST's first customer shipment of MS-DOS 6.0, but no later than September 1, 1993.
3. AST may distribute a maximum of twenty-five thousand (25,000) copies of Upgrade Product.
4. AST must report all copies of Upgrade Product on the quarterly royalty reports submitted to MS.
5. AST must undertake reasonable measures to ensure that upgraded copies of MS-DOS 5.0 are returned to AST or destroyed and shall require its distributors, dealers, and others in its distribution channel to comply with the foregoing.
6. Upgrade Product shall be offered at "no charge" except that AST may charge its reasonable COGs, shipping, handling and postage fees.
7. MS agrees to permit AST to purchase copies of MS' retail MS-DOS Upgrade Product, at MS' cost plus postage and handling fees, for distribution as outlined in Sections 1-6 above.

B. MS agrees to negotiate in good faith to provide AST with portions of Source Code, beyond those offered as part of the OAK, as may be deemed necessary for adaptation purposes.

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EXHIBIT C8 (SYSTEM COMMITMENT)

(Continued)

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and
AST RESEARCH, INC.

(As added by Amendment No. 5)

MS-PCA 2617735
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EXHIBIT C9 (SYSTEM COMMITMENT)

PRODUCT: Enhanced Tools for MS-DOS 6

VERSION NO: 1.0

FOREIGN LANGUAGE: French, German, Arabic, Farsi, Korean, Japanese (Kanji), Portuguese, Russian, Turkish, Dutch, Finnish, Italian, Norwegian, Swedish, Spanish*

*AST acknowledges that these versions will be licensed to AST only if and when made available.

PRODUCT DELIVERABLE:

- (a) OEM Distribution Kit consisting of Product in object code form and pre-installation utilities. Single copy of Product documentation for support purposes only.
- (b) OEM Adaptation Kit with adaptation materials.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, except (1) those Customer System(s) shipped with Product identified on Exhibit C1 for MS-DOS Shell version 5.0 (in accordance with Section VIII) and (2) those Customer Systems #2 (Exhibit M1) which are shipped with an AST Only Product (as defined in Section 6(a)).

<u>Customer System</u>	<u>Royalty Rate (US\$)</u>
Exhibit M1	\$2.00

NOTE: The above royalty is exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by AST.

(b) If AST licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS a royalty of (US\$0.30) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for AST during the term of this Agreement.

(c) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M1 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or distributed by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

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EXHIBIT C9 (SYSTEM COMMITMENT)

(Continued)

ROYALTIES FOR NEW VERSION RELEASES:

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

$$\text{Maximum royalty} = R \times 1.15,$$

where R is the initial per system royalty described above.

ADDITIONAL PROVISIONS:

AST may upgrade previously licensed copies of MS-DOS 5.0 and MS-DOS 5.0 Shell (shipped with AST's Customer Systems) to MS-DOS 6.0 and Enhanced Tools ("Upgrade Product") at no charge under the following conditions:

1. The customer must have purchased a Customer System with MS-DOS 5.0 from AST within the ninety (90) day period prior to AST's first customer shipment of MS-DOS 6.0, but no later than September 1, 1993.
2. The Upgrade Product must be distributed to the customer within the ninety (90) day period following AST's first customer shipment of MS-DOS 6.0, but no later than September 1, 1993.
3. AST may distribute a maximum of twenty-five thousand (25,000) copies of Upgrade Product.
4. AST must report all copies of Upgrade Product on the quarterly royalty reports submitted to MS.
5. AST must undertake reasonable measures to ensure that upgraded copies of MS-DOS 5.0 are returned to AST or destroyed and shall require its distributors, dealers, and others in its distribution channel to comply with the foregoing.
6. Upgrade Product shall be offered at "no charge" except that AST may charge its reasonable COGs, shipping, handling and postage fees.
7. MS agrees to permit AST to purchase copies of MS' retail MS-DOS Upgrade Product, at MS' cost plus postage and handling fees, for distribution as outlined in Sections 1-6 above.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH, INC.

(As added by Amendment No. 5)

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EXHIBIT M1

AST'S CUSTOMER SYSTEMS

For purposes of Exhibits C1, C8 and C9, AST's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

1. All AST's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets:

8086/8088

80286

80386SX

80386

80486

Pentium

2. Removeable disk drive intended for use with AST's "portable Customer Systems with removeable hard drive capabilities" when shipped separately from "portable Customer System with removeable hard drive capabilities". MS reserves the right to delete Customer System #2 from this Exhibit M1 in the event AST distributes a number of Customer Systems #2 which exceeds two hundred percent (200%) of the number of portable Customer Systems with removeable hard drive capabilities", distributed by AST during any two (2) calendar quarters.

In the event AST ships a Customer System with multiple CPUs, AST shall pay and report to MS a single royalty for such Customer System.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH, INC.

(As added by Amendment No. 5)

EXHIBIT MS

AST'S CUSTOMER SYSTEMS

For purposes of Exhibit C7, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

<u>System Name</u>	<u>CPU/Mhz</u>	<u>CD-ROM Drive</u>	<u>Model</u>
Advantage! Pro	486SX/33	Yes	Multimedia

AST shall have the right to designate new Customer Systems by identifying such new Customer Systems in a letter to MS. The Customer Systems will be defined by the following definitions:

System Name (Power Premium, Bravo, etc.)
CPU (386SX, 486DX, etc.)
Mhz (25, 33, etc.)
CD-ROM Drive

Any system with an identical configuration to those Customer Systems specified above (and those added in letter(s)) shall be deemed to be a Customer System for which a royalty is due.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH, INC.

(As added by Amendment No. 5)

MS-PCA 2617739



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SIGNED
ORIGINAL

SUMMARY SHEET

for
AST Research, Inc. Amendment # 5
BETWEEN AST Research Inc. and Microsoft Corporation
DATED January 1, 1991 CONTRACT NO. 1589-1057

DATE: March 9, 1993

ACCOUNT MANAGER: Barry Spector

EFFECTIVE DATE OF LICENSE: January 1, 1991

EFFECTIVE DATE OF AMENDMENT: April 1, 1993

MS PRODUCTS: MS-DOS 6.0 and Enhanced Tools
Multimedia Pack for Windows
Extension of Windows 3.x

Overview:

AST was previously licensed for MS-DOS 6.0 (without Enhanced Tools) when they signed their original MS-DOS 5.0 agreement. This amendment extends the contract for 3 years, from the effective date of April 1, 1993, and includes MS-DOS 6.0 and Enhanced Tools on all systems, extends their Windows 3.x license for 3 years (at same \$16 per system royalty) and includes Multimedia pack at \$8.50 per system. This amendment also has separate exhibit Bs for MS-DOS, Enhanced Tools and Windows 3.x.

Summary of Changes:

Page 1

- ✓ 1. "COMPANY" is globally changed to AST to maintain consistency with original agreement.
2. Section (1) Definitions -- the last line was changed to read "Note: Sections 1(a) etc. remain unchanged (simple word smithing which also appears in Sections 5 and 7) ✓
- 3. Section 2 (a) (i) grants AST the rights to adapt MS-DOS, but only to run on AST systems. This will allow AST to ship MS-DOS outside of the system box, but the product must be incapable of running on any other OEMs machines. The present thinking is that AST will have MS-DOS make a call to their BIOS. *if it can't be done they can't do it*

Page 2

4. Section 2 (a) (iii) remains consistent with agreement and allows AST to distribute products to endusers as well as through Distributors, VADs, VARs, Dealers and Mass Merchants. ✓
5. Section 2 (b) "as permitted under Section 2(a)(i)" was removed to avoid any confusion concerning AST's rights to install Product and its availability from Authorized Replicators. ✓

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MICROSOFT LICENSE NO.

1589-1057

- 6. Section 2 (c) adds a thirty (30) day cure period before MS requires AD or AR to refuse to fill AST's orders if AST fails to comply with any provision of Agreement. ✓
- 7. Section 2 (i) requires AST to provide MS, in source code and object form, "adaptation code" that they may write to adapt the Product to run on their systems. This language was added because we require AST to adapt our Product so it will only run on AST systems. We made this requirement because AST wants to continue to sell MS-DOS as a revenue producing product to endusers of their systems and for installation on their removable hard disk drives. By having AST adapt the code to run only on their systems, we ensure that their packaged MS-DOS product and their removable hard drives with MS-DOS preinstalled, will not be used (sold) with non AST systems. ✓
- 8. Section 3 (a) Exhibit B was changed to Exhibit^(s) B to reflect the new separate exhibits for MS-DOS and Windows 3.x. ✓ *Exhibit B(s)*
- 9. Section 3 ^b(c) Reference was changed from Section 3 (b) (ii) to Section 3 (c) to be consistent with present agreement. ✓
- 10. Section 3 ^a(c) Exhibit C was changed to Exhibit(s) C to be consistent with present agreement. (also changed in other applicable parts of the amendment) ✓

Page 3

- 11. Section 4 (a) (i) Acceptance period was changed from 30 days to 60 days to remain consistent with original agreement. Also provides for AST to have the right to accept or reject updates and version releases. ✓

Pages 4 & 5

- 12. Section 6 (a) was modified to allow AST to continue to sell MS-DOS to endusers of their customers systems outside of the systems box. If AST elects to do so through their dealer/disti channel they must comply with the following conditions:
 - a. render the product incapable of running on any other computer systems other than AST Systems (such product is referred to as "AST Only Product")
 - b. notify their resellers, in writing, this AST Only Product should not be displayed as a retail shelf item and that it will only run on AST systems and
 - c. place a sticker on the front of the package indicating that the Product will only run on AST machines and will also display AST's tech support number or will refer the enduser to the Customer System documentation for the support number.

— Since AST does not have written contracts with their dealers and/or distributors, they cannot "contractually obligate" them to comply with the licensing restrictions. This was change^d to have AST notify their resellers, in writing that: "they must comply with the foregoing and shall notify its reseller, etc. to cease any known violation." Also changed that AST agrees that it will discontinue distribution of Product to any such reseller which does not comply with the foregoing to: "AST agrees that it will use best efforts to ensure compliance by its resellers".

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Correction efforts may include discontinuing distribution of Product. We also added a thirty day cure period to allow AST to assist a non complying reseller to fix such actions.

- 13. Section 6 (d) (i) allows AST to place a sticker, referring the enduser to the EULA, over the box containing the system power cord as well as over the power switch or power inlet connector.
- 14. Section 6 (g) added language agreeing to provide AST with reg cards at no cost, and enduser names on a "quarterly" basis.

Pages 8-12

- 15. Exhibit B was replaced with Exhibits B (MS-DOS) and Exhibit B3 (Windows), providing for separate minimum commitment schedules for MS-DOS and Windows.

Exhibit B has 5 periods: Periods 1 and 2 are historical while Periods 3, 4, and 5 extend the license for three additional years. Period Five has an additional 5th quarter added in order to complete the average \$12M annual commitment for MS-DOS.

Pages 13-15

- Exhibit B3 which provides for separate Windows 3.x min. commits, has 3 periods with the final period also having a 5th quarter added to complete the average \$4M annual min commit.
- ✓ Note: Exhibits B and B3 both have these additional 5 quarters in the Final Period, as AST wanted to push min commits to the end of the agreement when unit ships would be greater.

Pages 16 & 17

- 16. Exhibit C7 (Multimedia Pack for Windows) was added
 - a. \$8.50 per systems.
 - b. Forecasted approximate annual volume = 5K.
 - c. Royalties for new versions (Visa clause) modified to a maximum of 15% of original royalty.

Pages 18-20

- 17. Exhibit C8 (MS-DOS 6.0) was added per processor at:
 - a. \$14 for per system
 - b. \$12 for any systems distributed exclusively through the mass merchant channel
 - c. Royalty Payments and Reporting Requirements was modified to take into account the provision that AST will be able to ship earlier versions of MS-DOS (special customer requests) at the applicable 5.0 royalty rates. This section also refers to portable hard disk drives defined in Exhibit M1. AST has developed removable hard disk drives and

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MS has granted them the right to pre-install MS-DOS 6.0 and Enhanced Tools on these drives. If AST creates an "AST Only Product" (incapable of running on any other computer systems) then AST would not have to pay MS a royalty for our s/w loaded onto these drives as they already have a per processor agreement. However, if they load a non "AST Only Product" version of MS-DOS onto these drives, then they agree to pay MS the additional applicable royalty.

d. Royalties for new versions (Visa clause) modified to a maximum of 15% of original royalty.

Additional Provisions (for C8 and C9)

- a. We granted AST the right to upgrade their existing 5.0 licensees at no charge under the following conditions:
 - i. Customer purchased a system with 5.0 within the 90 day period prior to AST's first customer shipment of 6.0, but no later than September 1, 1993
 - ii. The upgrade must be shipped to the customer within this same 90 day period
 - iii. MS will provide AST with our Retail Upgrade product at COGs + handling costs
 - iv. AST is limited to 25,000 copies of MS Retail Upgrade product
- b. We agreed to negotiate in good faith to provide AST with portions of the Source code, beyond those offered with the OAK, if they need it for adaptation purposes.

Pages 21 & 22

- 18. Exhibit C9 (Enhanced Tools)
 - a. \$2 per processor.
 - b. Royalties for new versions (Visa clause) modified to a maximum of 15% of original royalty.
 - c. Royalty Payments and Reporting Requirements -- *see number 17 above.*

Page 5

- 19. Exhibits M2 (Windows), M7 (Windows for Workgroups) and M8 (Multimedia Pack) were amended to allow AST to add additional customers systems by just providing MS with a letter instead of having to execute an amendment.

Page 24

- 20. Exhibit M8 (Multimedia Pack) was added to the agreement and defines systems to be multimedia if they have a CD-ROM drive and are designated as "Multimedia".

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Page 5

21. Section VIII ceasing AST's rights to ship any early versions of MS-DOS and Shell was modified to allow for the amount of time it would take them to adapt the product and fill their channel. Therefore we agreed to allow them to have ninety days from the date AST first ships the product to a customer, but not to extend beyond September 1, 1993. MS also granted AST the right to ship earlier versions of MS-DOS beyond the September 1, 1993 deadline in order to fulfill specific customer requests (government bids, etc.).

Page 6

- 22. Section IX extends the agreement to April 1, 1996 making it a 3 year license.
- 23. Exhibit C1 (MS-DOS) was modified to exclude any references to MS-DOS and Shell versions 6.0 which were also licensed in the original agreement. This was done to avoid any confusion. Rights to MS-DOS 6.0 and Enhanced Tools are provided for in Exhibits C8 and C9).


Page 23

- ✓ 24. Exhibit M1 is replace with a new M1 which adds the Intel Pentium and defines the removable hard disk drives as a Customer System for preinstallation of 6.0 and Enhanced Tools. MS also reserves the right to take away AST right to pre-install MS-DOS on these removable hard drives if AST ships more than twice as many hard drives as portable systems with this removable hard drive capability, during any 2 calendar quarters. This protects MS from having these hard drive becoming another gray market source.

Page 6

- ✓ 25. Section XII MS agrees to discuss potential joint marketing and co-development opportunities.
- 26. Section XIII provides that if MS provides any major OEM, besides IBM, the ability to sell a shelf MS-DOS product, we will agree to offer AST the same or similar opportunity. AST was concerned over the market's perception of them if a major OEM had this right and they did not.
- 27. Section XVI was added to ease the concern over situations that may occur that would significantly change AST's units shipments in either direction, thus resulting in inappropriate royalties and corresponding min commits. This section provides AST with the option to re negotiate new pricing if their unit ships, over two consecutive quarters change significantly.

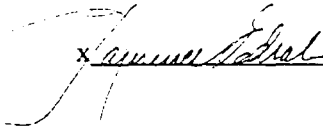
Account Manager:

x  date: 3/15/93

Legal:

x _____ date: _____


Sales Manager:

x  date: 3.19.93

License Administrator:

x _____ date: _____

Director of OEM:

x  date: 3/26/93

MS Executive:

x _____ date: _____

MS-PCA 2617745

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AMENDMENT

Amendment No. 4
to the License Agreement
Between
AST RESEARCH, INC. and MICROSOFT CORPORATION

**SIGNED
ORIGINAL**

This Amendment of the Microsoft License Agreement #1589-1057, between MICROSOFT CORPORATION and AST RESEARCH INC., herewith ("Agreement"), is made and entered into this 1st day of October, 1992, by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 (hereafter "MS"), and AST RESEARCH, INC., a Delaware corporation (hereafter "AST").

RECITALS

WHEREAS, AST desires to license Microsoft Windows for Workgroups;

NOW THEREFORE, the parties agree to modify the Agreement and its amendments as follows:

1. The attached Exhibit B2 shall be added to the Agreement.
2. Exhibit C5 shall be amended as follows:
 - (a) Version 2.0 for Money shall be included under the identical royalty, terms and conditions as Money 1.0.
 - (b) Under "Additional Provision" add:
 - (e) AST agrees to include a brochure for Deluxe Checks and a MS registration card in every Customer System that ships with Microsoft Money 2.0.
3. The attached Exhibit C6 shall be added to the Agreement. Effective October 27, 1992, AST shall pay royalties for Windows for Workgroups for Customer Systems in Exhibit M7 under Exhibit C6.
4. Exhibit M2 is deleted in its entirety and replaced with the attached M2.
5. The attached Exhibit M7 shall be added to the Agreement.


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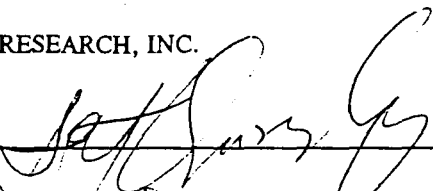
6. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment shall be effective upon execution on behalf of AST by its duly authorized representatives and signed by MS at its Redmond, Washington office.

MICROSOFT CORPORATION

AST RESEARCH, INC.

By 
Name (Print) JOACHIM KEMPIN
Title VICE PRESIDENT
Date 11/20/92

By 
Name (Print) Safi Qureshi
Title President / CEO
Date 11/4/92

10/20/92 LE922800.012

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EXHIBIT B2

MINIMUM COMMITMENT

AST agrees to pay a minimum of Three Hundred Thousand Dollars (US\$300,000.00) for Product(s) licensed under Exhibit C6 as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties under this Exhibit B2, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties for Product in Exhibit C6 only during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE

<u>Date</u>	<u>Payment Amount US\$</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
March 31, 1993	\$50,000.00	\$50,000.00
June 30, 1993	\$50,000.00	\$100,000.00
September 30, 1993	\$100,000.00	\$200,000.00
December 31, 1993	<u>\$100,000.00</u>	<u>\$300,000.00</u>
Total Minimum Commitment	<u>\$300,000.00</u>	<u>\$300,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 4)

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EXHIBIT C6 (SYSTEM COMMITMENT)

(NOTE: Product deliverables may include Microsoft Windows 3.1 in addition to Microsoft Windows for Workgroups features. This Exhibit C provides AST with a license for Windows for Workgroups features only. A separate Exhibit C is required for Microsoft Windows 3.1.)

PRODUCT: Microsoft Windows for Workgroups

VERSION NO: 3.1

FOREIGN LANGUAGE:

AST's license will extend to the following language versions and to any other language versions if and when they are made available by MS to OEMs:

French	Danish
Dutch	German
Italian	Finnish
Norwegian	Portuguese
Spanish	Swedish
U.S.	

PRODUCT DELIVERABLES:

- (a) Product in object code form.
- (b) Standard user documentation that MS delivers under Product Commitment No. 776-300-X01
- (c) Adaptation Materials
Yes (X) No () Not Applicable ()

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M7	\$12.00

(b) If the Product licensed for use with AST's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of (US\$1.80) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement.

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EXHIBIT C. (SYSTEM COMMITMENT)

(Continued)

(c) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version, including Update Releases and Version Releases, licensed or otherwise disposed of by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M7 and shall report for each Customer System separately by processor and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

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

$$\text{Maximum royalty} = R \times 1.15,$$

where R is the initial per system royalty described above.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Windows™ for Workgroups operating system with integrated networking

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 4)

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EXHIBIT M2

CUSTOMER SYSTEMS

For purposes of Exhibit C2, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

<u>System Name</u>	<u>CPU/Mhz</u>	<u>Hard Disk Size</u>	<u>Monitor</u>	<u>Model</u>
Bravo 386SX	386SX/20	40	AST SVGA	43B
Bravo 3/25S	386SX/25	80	AST SVGA	83B
Bravo 4/33	486DX/33	80	AST SVGA	83V
Bravo 486SX	486SX/25	120		Ethernet TP
Bravo 486DX2	486DX2/66	210		Ethernet TP
Advantage! 386SX/20	386SX/20	80	Optional	88
Advantage! 386SX/20	386SX/20	120	Optional	128
Advantage! 386SX/25	386SX/25	80	Optional	88
Advantage! 386SX/25	386SX/25	120	Optional	128
Advantage! 386SX/25 MM	386SX/25	120	Optional	123
Advantage! 486SX/20	486SX/20	120	Optional	128
Advantage! 486DX/25	486DX/25	120	Optional	128
Advantage! 486DX/33	486DX/33	120	Optional	128
Advantage! 486SX/33p	386DX/20	210	AST SVGA	218 (Sams)
Office Advantage! 386SX/20	386SX/20	40	Optional	40LE
Power Premium 3/25	386DX/25	210	Optional	213W
Power Premium 3/33	386DX/33	210	Optional	213W
Power Premium 4/25s	486SX/25	210	Optional	213W
Power Premium 4/33	486DX/33	210	Optional	213W
Power Premium 4/50d	486DX/50	210	Optional	213W
Bravo 3/33s	386SX/33	120	SVGA	123B
Bravo 4/25s	486SX/25	120	SVGA	123B
Bravo 4/33s	486SX/33	120	SVGA	123B
Bravo 4/33s	486SX/33	210	Optional	213W
Bravo 4/33	486DX/33	120	SVGA	123B
Bravo 4/33	486DX/33	210	Optional	213W
Bravo 4/50d	486DX2/50	120	SVGA	123B
Bravo 4/50d	486DX2/50	210	Optional	213W
Bravo 4/66d	486DX2/66	120	SVGA	123B
Bravo 4/66d	486DX2/66	210	Optional	213W
Power Premium 3/33	386DX/33	210	Optional	213W
Power Premium 4/33s	486SX/33	210	Optional	213W
Power Premium 4/66d	486DX2/66	210	Optional	213W
Power Exec 3/25SL	386SL/25	120	Mono	123W
Power Exec 3/25SL-Color	386SL/25	160	Color	163W
Advantage! Pro 386SX/25	386SX/25	125	Optional	128
Advantage! 486SX/25	486SX/25	125	Optional	128
Advantage! Pro 486SX/25	486SX/25	125	Optional	128
Advantage! Pro 486SX/25	486SX/25	85	Optional	88
Advantage! Pro 486/33	486DX/33	170	Optional	178

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EXHIBIT M2
(Continued)

Advantage! Pro 486/33	486DX/33	245	Optional	248
Advantage! Plus MiniTower 486/33	486DX/33	245	Optional	248
Advantage! Plus MiniTower 486/50	486DX2/50	245	Optional	248
Advantage! Plus MiniTower 486/66	486DX2/66	245	Optional	248
Advantage! Plus MiniTower 486/66	486DX2/66	340	Optional	348

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and
AST RESEARCH INC.

(As added by Amendment No. 4)

MS-PCA 2617752

EXHIBIT M7

CUSTOMER SYSTEMS

For purposes of Exhibit C6, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

<u>System Name</u>	<u>CPU/Mhz</u>	<u>Hard Disk Size</u>	<u>Model</u>
Bravo 486SX	25 MHz	120 MB	Ethernet TP
Bravo 486DX2	66 MHz	210 MB	Ethernet TP

AST shall have the right to designate new systems by letter to MS, for incorporation by later amendment into the Agreement. The systems will be defined by the following definitions:

AST Product Family (Power Premium, Bravo, etc.)
CPU (386SX, 486DX, etc.)
Mhz (25, 33, etc.)
Hard drive size +/- 20MB (e.g. 100MB = 80-120MB range)
Network module/adapter (e.g. Ethernet TP)

Any system with an identical configuration and components to those Customer Systems specified above shall be deemed to be a Customer System for which a royalty is due.

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 4)

MS-PCA 2617753

CONFIDENTIAL

AMENDMENT

SUMMARY SHEET

for
AST Research, Inc. Amendment # 4
BETWEEN AST Research Inc. and Microsoft Corporation
DATED September 18, 1991 CONTRACT NO. 1589-1057

DATE: November 9, 1992 **ACCOUNT MANAGER:** Barry Spector

EFFECTIVE DATE OF LICENSE: September 18, 1991

EFFECTIVE DATE OF AMENDMENT: October 27, 1992

MS PRODUCTS: Windows for Workgroups
 Microsoft Money version 2.0
 Additional Win 3.1 systems

**SIGNED
ORIGINAL**

Overview:

This amendment adds Windows for Workgroups, under a separate Exhibit B and on a per systems basis for the remainder of the license. AST will release Windows for Workgroups on two network ready Bravo Systems, on a per system basis, and based on the success of these products will add additional systems to this license. It also adds additional systems to their per system Win 3.1 license on new and existing hard drive models. Microsoft Money version 2.0 is added at the same royalty rate as version 1.0. In exchange for this pricing, AST agrees to include a brochure for Deluxe Checks and a MS registration card in all systems that ship with Money 2.0.

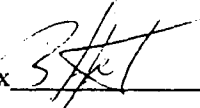
Summary of Changes:

1. The attached Exhibit C6 (Windows for Workgroups) is added and includes the following:
 - a. per system pricing at \$12
 - b. includes all foreign versions made available by MS with royalty increase of \$1.80
 - c. Visa formula for New Version Releases royalties was modified to have a maximum increase of 15%. This is language carried over from the original agreement.
2. Exhibit B2 is added to the license for the \$300K minimum commitment payments associated with Windows for Workgroups
3. Exhibit M7 is non standard and defines Customer Systems to be two Bravo models that include ethernet twisted pair modules on the motherboard. AST will also have the right, by executing a new amendment, to add additional systems that meet the following definition:
 - a. AST Product Family (Bravo, Advantage etc.)
 - b. CPU (486 DX etc.)
 - c. Mhz (25, 33 etc.)
 - d. Hard drive size + or - 20 MB (100MB = 80 to 120MB range)
 - e. Network module or adapter

Any system with an identical configuration and components to those customer systems specified in the Exhibit M7 will also be considered a customer system and AST will pay the corresponding royalty

4. Exhibit C5 is amended to include Money version 2.0 at the existing \$2 royalty rate. In exchange for keeping the royalty rate the same as version 1.0, AST agrees to include a coupon for Deluxe Checks and a MS registration card in every customer system that ships with Money 2.0. MS has agreed to provide the cards and coupons.
5. Exhibit M2 is replaced with a new Exhibit M2 which adds many new hard drive systems for the Windows 3.1 Exhibit C2.

Account Manager:

x  date: 11/10/92


Legal:

x _____ date: _____

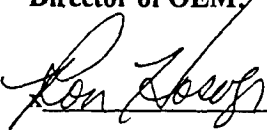
Sales Manager:

x  date: 11/11/92

License Administrator:

x  date: 11/10/92

Director of OEM:

x  date: NOV 19, 1992

MS Executive:

x _____ date: _____

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Microsoft

Amendment Summary Sheet

SIGNED ORIGINAL

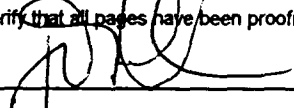
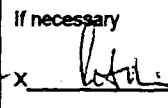
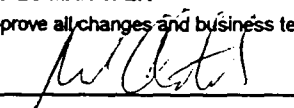
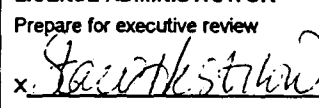
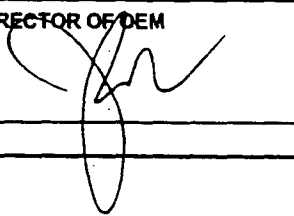
Date	Account Manager
July 26, 1992	John D. McLauchlan
OEM Company	Date of Agreement
AST Research, Inc.	January 1, 1991
MS Product(s)	Agreement Number
Publisher, Entertainment pack, Bookshelf and additional Windows 3.1 systems, Per System	1589-1057
Standard Agreement?	Commitment
Yes() No (X)	\$500K additional minimum added to existing min

Overview:

This amendment adds Publisher, Entertainment pack and Bookshelf to the existing master agreement. The amendment adds 5 new systems on per system basis to the Windows 3.1 exhibit. The amendment also waives an amount previously billed to AST for a video promotion which MS agreed to pay 1 1/2 years ago and gives AST the right to upgrade its OS/2 1.2x customers to 1.3x royalty free.

Summary of Changes:

1. Exhibit C5 added to replace Exhibit C3 to add Publisher, Entertainment pack and Bookshelf to the existing arrangement for Works, Money, and Productivity pack.
2. Deletes Exhibit C3 the old EBU application exhibit.
3. References AST rights to products in Exhibit C5 cease on 3/30/93. Under "Additional Provision" in Exhibit C5, MS and AST must come to an agreement on royalties for Works for Windows by September 30, 1992 or AST rights for product in Exhibit C5 shall cease on September 30, 1992.
4. Existing Exhibit B replaced to reflect additional \$125K minimum *per quarter*.
5. Existing Exhibit M2 replaced to reflect additional Windows systems on a per system basis.
6. Waives previously billed amount that MS owed AST for a joint Video promotion.
7. Gives AST rights to provide to its customers a royalty free upgrade from OS/2 1.2x to 1.3x.

ACCOUNT MANAGER Verify that all pages have been proofread x  Date: <u>7/29/92</u>	LEGAL If necessary (see email) x  Date: <u>7/31/92</u>
SALES MANAGER Approve all changes and business terms x  Date: <u>7/30/92</u>	LICENSE ADMINISTRATOR Prepare for executive review x  Date: <u>7/30/92</u>
DIRECTOR OF OEM x  Date: <u>8/6/92</u>	To MS Executive for signature x _____ Date: _____

MS-PCA 2617756

CONFIDENTIAL

AMENDMENT

SIGNED
ORIGINAL

Amendment No. 3
to the License Agreement
Between

AST RESEARCH, INC. and MICROSOFT CORPORATION

This Amendment of the Microsoft License Agreement #1589-1057, between MICROSOFT CORPORATION and AST RESEARCH INC., herewith ("Agreement"), is made and entered into this 1st day of May, 1992, by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 (hereafter "MS"), and AST RESEARCH, INC., a Delaware corporation (hereafter "AST").

RECITALS

WHEREAS, AST desires to license Microsoft Publisher for Windows;

NOW THEREFORE, the parties agree to modify the Agreement and its amendments as follows:

1. "The attached Exhibit C5 (PER SYSTEM) shall be added to the Agreement. Effective May 1, 1992, AST shall pay royalties for Works for Windows, Publisher for Windows, Microsoft Money, Productivity Pack, and Entertainment Pack Volume 1 for Windows, Bookshelf for Windows for Customer Systems in Exhibit M6 under this Exhibit C5.
2. Exhibit C3 shall be deleted from the Agreement effective May 1.
3. AST's license right to distribute all Product(s) in Exhibit C5 shall cease on March 30, 1993.
4. EXHIBIT B - delete in its entirety and replace with attached Exhibit B.
5. EXHIBIT M2 - delete in its entirety and replace with attached Exhibit M2.
6. MS agrees to waive Sixteen Thousand Nine Hundred Forty Dollars (US\$16,940.00) previously billed to AST by MS under the Prior Agreement (MS#1589-7335) for marketing activities rendered for AST sales groups. AST previously deducted this amount from its royalty report for the quarter ending December 31, 1990.
7. AST may distribute OS/2 1.3x as an Upgrade pursuant to Section 1(h) to OS/2 1.2x customers on a royalty-free basis provided that the Upgrade is offered on a "no charge" basis except that AST may charge for its costs of materials, postage and handling.

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

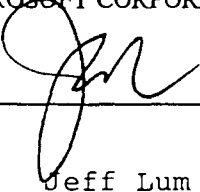
IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment shall be effective upon execution on behalf of AST by its duly authorized representatives and signed by MS at its Redmond, Washington office.

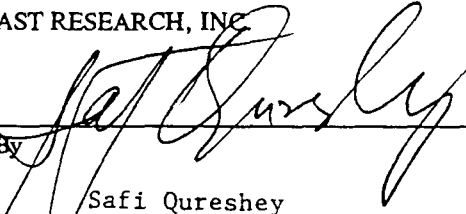
MICROSOFT CORPORATION

AST RESEARCH, INC

By

By


Jeff Lum


Safi Qureshey

Name (Print)

Name (Print)

Director, OEM Sales

President

Title

Title

Date

Date

8/6/92

July 24 1992

07/23/92 LE921600.006

MS-PCA 2617758

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

AST agrees to pay a minimum of Five Million Seven Hundred Sixty Five Thousand Five Hundred Dollars (US\$5,765,500.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first AST shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$1,000,000.00	\$1,000,000.00
3 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$2,500,000.00
6 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,000,000.00
9 months after the FIRST PAYMENT DATE	<u>\$1,765,500.00</u>	<u>\$5,765,500.00</u>
Total First Period Minimum Commitment	<u>\$5,765,500.00</u>	<u>\$5,765,500.00</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

(As added by Amendment No. 3)

MS-PCA 2617759

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

AST agrees to pay a minimum of Eight Million Three Hundred Twenty Two Thousand Dollars (US\$8,322,000.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>US\$</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,942,500.00	\$1,942,500.00
15 months after the FIRST PAYMENT DATE	\$2,156,000.00	\$4,098,500.00
18 months after the FIRST PAYMENT DATE	\$2,156,000.00	\$6,254,500.00
21 months after the FIRST PAYMENT DATE	<u>\$2,067,500.00</u>	<u>\$8,322,000.00</u>
Total Second Period Minimum Commitment	<u>\$8,322,000.00</u>	<u>\$8,322,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

(As added by Amendment No. 3)

MS-PCA 2617760

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Six Million Five Hundred Sixty Seven Thousand Five Hundred Dollars (US\$6,567,500.00) for Product(s) licensed under this Agreement within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>US\$</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
24 months after the FIRST PAYMENT DATE	\$2,067,500.00	\$2,067,500.00
27 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$3,567,500.00
30 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$5,067,500.00
33 months after the FIRST PAYMENT DATE	<u>\$1,500,000.00</u>	<u>\$6,567,500.00</u>
Total Third Period Minimum Commitment	<u>\$6,567,500.00</u>	<u>\$6,567,500.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 3)

MS-PCA 2617761
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EXHIBIT C5 (SYSTEM COMMITMENT)

PRODUCT: Works for Windows, Publisher for Windows, Productivity Pack, Money, Entertainment Pack I, Bookshelf for Windows

VERSION NO: 1.XX

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in Series No. W-701-1 that MS delivers with the Product.
Translations: W701-1F, French
W-701-1D, German
W-701-1P, Portuguese
W-701-1WL, Dutch
W-701-1SF, Finnish
W-701-1I, Italian
W-701-1N, Norwegian
W-701-1S, Swedish
W-701-1E, Spanish
- (c) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()
- (d) Standard Documentation in Series No. W-771-1 that MS delivers with the Product.
- (e) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()
- (f) Standard Documentation in Series No. W-720-1 that MS delivers with the Product.
- (g) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

AST Designated Channel(s) Royalty

AST agrees to pay MS each of the following royalties, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST in each distribution channel (e.g. Circuit City, Computer City, Costco, etc.) designated by AST during each quarter during the term of this Agreement, or (ii) by the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of the Agreement.

MS-PCA 2617762

EXHIBIT C5 (SYSTEM COMMITMENT)

(Continued)

<u>Customer System</u>	<u>Product</u>	<u>Royalty Rate (\$US)</u>
Exhibit M6	Works	\$11.00
Exhibit M6	Publisher	\$20.00
Exhibit M6	Money	\$2.00
Exhibit M6	Productivity Pack	\$0.50
Exhibit M6	Entertainment Pack I	\$2.00
Exhibit M6	Bookshelf	\$24.00

AST initial royalty designations are set forth in Attachment 1 to this Exhibit C5. Attachment 1 shall be updated by AST on a quarterly basis.

(c) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version, including Update Releases, Version Releases and Upgrades, licensed or otherwise disposed of by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M6 and shall report for each Customer System separately by processor and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

(d) If the Product licensed is a translated version of the Product, the royalty rate shall be 1.15 time the royalty for the domestic USA version of the Product set forth in Section (a) above.

ADDITIONAL PROVISION:

(a) For Customer Systems which are shipped with this Product, AST agrees to pre-install the Product on the hard disk of such Customer Systems.

(b) MS agrees to negotiate in good faith a new royalty for Works for Windows by September 30, 1992.

(c) AST agrees to designate TBD "Channel Royalties" for systems identified in the Attachment 1 to Exhibit C5 for the quarter ending December 31, 1992 by September 30, 1992.

(d) Notwithstanding Section 2 in this Amendment No. 3, if MS and AST cannot agree on royalties for Works for Windows and designate TBD "Channel Royalties" as identified in the Attachment 1 to Exhibit C5 by the specified date above then AST's rights to all products in Exhibit C5 shall cease on September 30, 1992.

ROYALTIES FOR UPGRADES:

In the event AST distributes Upgrade Product to its customers, AST agrees to pay MS a per copy royalty of fifty percent (50%) of the then highest royalty under this Exhibit C (i.e., the highest per system royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

MS-PCA 2617763

EXHIBIT C5 (SYSTEM COMMITMENT)

(Continued)

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Works for Windows™
Microsoft® Publisher
Microsoft® Productivity Pack for Windows™
Microsoft® Money
Microsoft® Entertainment Pack
Microsoft® Bookshelf

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and
AST RESEARCH INC.

(As added by Amendment No. 3)

ATTACHMENT NO. 1
(To Exhibit C5)

AST DESIGNATED CHANNEL ROYALTY

<u>Channel</u>	<u>Quarter Ending</u>	<u>System</u>	<u>Royalty</u>	
Costco	June 30, 1992	Advantage! 386SX/25 Mod 88	\$33.00 (Works, Publisher, Entertainment Pack)	
		Advantage! 486DX/33 Mod 218	\$33.00 (Works, Publisher, Entertainment Pack)	
	September 30, 1992	Advantage! 386SX/25 Mod 88	\$33.00 (Works, Publisher, Entertainment Pack)	
		Advantage! 486DX/33 Mod 218	\$33.00 (Works, Publisher, Entertainment Pack)	
	December 31, 1992		TBD	
	March 31, 1993		TBD	
	Circuit City	June 30, 1992	Advantage! 386SX/20 Mod 88	\$13.00 (Works, Money)
			Advantage! 486SX/20 Mod 128	\$13.00 (Works, Money)
Advantage! 486DX/25 Mod 128			\$13.50 (Works, Money, Prod. Pack)	
September 30, 1992		Advantage! 386SX/20 Mod 88	\$13.00 (Works, Money)	
		Advantage! 486SX/20 Mod 128	\$13.00 (Works, Money)	
		Advantage! 486DX/25 Mod 128	\$13.50 (Works, Money, Prod. Pack)	
		Advantage! 386SX/25 (MM) Mod 123	\$35.00 (Works, Bookshelf)	
December 31, 1992			TBD	
March 31, 1993			TBD	
Computer City		June 30, 1992	Advantage! 386SX/20 Mod 88	\$13.50 (Works, Money, Prod. Pack)
	Advantage! 386SX/25 Mod 88		\$33.00 (Works, Publisher, Entertainment Pack)	
	Advantage! 486SX/20 Mod 128		\$13.00 (Works, Money)	
	Advantage! 486DX/25 Mod 128		\$13.00 (Works, Money)	
	Advantage! 486DX/33 Mod 218		\$33.00 (Works, Publisher, Entertainment Pack)	
	September 30, 1992	Advantage! 386SX/20 Mod 88	\$13.50 (Works, Money, Prod. Pack)	
		Advantage! 386SX/25 Mod 88	\$33.00 (Works, Publisher, Entertainment Pack)	
		Advantage! 486SX/20 Mod 128	\$13.00 (Works, Money)	
		Advantage! 486DX/25 Mod 128	\$13.00 (Works, Money)	
		Advantage! 486DX/33 Mod 218	\$33.00 (Works, Publisher, Entertainment Pack)	
	December 31, 1992		TBD	
	March 31, 1992		TBD	

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ATTACHMENT NO. 1
(Continued)

BJ's	June 30, 1992	Advantage! 386SX/25 Mod 88	\$33.00 (Works, Publisher, Entertainment Pack)
		Advantage! 486DX/33 Mod 218	\$33.00 (Works, Publisher, Entertainment Pack)
	September 30, 1992	Advantage! 386SX/25 Mod 88	\$33.00 (Works, Publisher, Entertainment Pack)
		Advantage! 486DX/33 Mod 218	\$33.00 (Works, Publisher, Entertainment Pack)
	December 31, 1992		TBD
	March 31, 1992		TBD
AFFES	June 30, 1992	Advantage! 386SX/25 Mod 128	\$13.50 (Works, Money, Prod. Pack)
		Advantage! 486DX/33 Mod 128	\$13.50 (Works, Money, Prod. Pack)
	September 30, 1992		TBD
	December 31, 1992		TBD
	March 31, 1992		TBD

(As added by Amendment No. 3)

EXHIBIT M2

CUSTOMER SYSTEMS

For purposes of Exhibit C2, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

<u>System Name</u>	<u>CPU/Mhz</u>	<u>Hard Disk Size</u>	<u>Monitor</u>	<u>Model</u>
Bravo 386SX	386SX/20	40	AST SVGA	43B
Bravo 3/25S	386SX/25	80	AST SVGA	83B
Bravo 4/33	486DX/33	80	AST SVGA	83V
Advantage! 386SX/20	386SX/20	80	Optional	88
Advantage! 386SX/20	386SX/20	120	Optional	128
Advantage! 386SX/25	386SX/25	80	Optional	88
Advantage! 386SX/25	386SX/25	120	Optional	128
Advantage! 386SX/25 MM	386SX/25	120	Optional	123
Advantage! 486SX/20	486SX/20	120	Optional	128
Advantage! 486DX/25	486DX/25	120	Optional	128
Advantage! 486DX/33	486DX/33	120	Optional	128
Advantage! 486SX/33p	386DX/20	210	AST SVGA	218 (Sams)
Office Advantage! 386SX/20	386SX/20	40	Optional	40LE
Power Premium 3/25	386DX/25	210	Optional	213W
Power Premium 3/33	386DX/33	210	Optional	213W
Power Premium 4/25s	486SX/25	210	Optional	213W
Power Premium 4/33	486DX/33	210	Optional	213W
Power Premium 4/50d	486DX/50	210	Optional	213W

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 3)

MS-PCA 2617767

EXHIBIT M6

CUSTOMER SYSTEMS

For purposes of Exhibit C5, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

<u>System Name</u>	<u>CPU/Mhz</u>	<u>Hard Disk Size</u>	<u>Monitor</u>	<u>Model</u>
Advantage! 386SX/20	386SX/20	80	Optional	88
Advantage! 386SX/20	386SX/20	120	Optional	128
Advantage! 386SX/25	386SX/25	80	Optional	88
Advantage! 386SX/25	386SX/25	120	Optional	128
Advantage! 386SX/25 MM	386SX/25	120	Optional	123
Advantage! 486SX/20	486SX/20	120	Optional	128
Advantage! 486DX/25	486SX/25	120	Optional	128
Advantage! 486DX/33	486DX/33	120	Optional	128
Advantage! 486DX/33	486DX/33	210	Optional	218

Exhibit to the License Agreement Dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As added by Amendment No. 3)

MS-PCA 2617768

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AMENDMENT

AMENDMENT NO. 2

SIGNED ORIGINAL

This Amendment to the Microsoft License Agreement #1589-1057, between MICROSOFT CORPORATION and AST RESEARCH, INC., herewith ("Agreement"), is made and entered into this 1st day of January 1992, by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 (hereafter "MS"), and AST RESEARCH, INC., a Delaware corporation (hereafter "AST").

RECITALS

WHEREAS, AST desires to license MS Windows for its custom configuration program (on a system commitment basis) and for all other AST systems (on a per copy basis); and

WHEREAS, MS desires to license these products to AST; and

WHEREAS, the Japanese version of MS-DOS 5.0 /V was unavailable for shipment with AST Customer Systems and IBM DOS/V was shipped with AST Customer Systems in lieu thereof; and

WHEREAS, MS desires to exempt AST Customer Systems shipped with IBM DOS/V from Royalty Payments for the period set forth below;

NOW THEREFORE, the parties agree to modify the Agreement and its amendments as follows:

1. Reference in Section 1(b) to, "Exhibit(s) M1 and M2" is changed to "Exhibit(s) M."
2. Exhibit C1 - delete Section (g) page 23.
3. Exhibit C2 (SYSTEM COMMITMENT) the section entitled, "ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:" change as follows:

<u>Customer Systems</u>	<u>Royalty Rate (\$US)</u>
Exhibit M2	\$16.00
Exhibit M5	\$16.00

4. AST's right to distribute Product in Exhibit C2 with Customer Systems in Exhibit M5 shall cease on December 31, 1992.
5. The attached Exhibit C4 (PER COPY) shall be added to the Agreement.
6. Exhibit M2 - delete in its entirety and replace with attached Exhibit M2.
7. The attached Exhibit M4 shall be added to the Agreement.
8. The attached Exhibit M5 shall be added to the Agreement.
9. AST shall identify separately all shipments of Customer System in Exhibit M5 on AST's quarterly royalty reports.
10. For purposes of this Agreement the term Customer System shall not include AST Customer Systems distributed in Japan with IBM DOS /V during the period beginning October 1, 1991 and ending upon the acceptance of MS-DOS 5.0 /V by AST as referenced in Section 4 of the Agreement.

ENTERED

AUG 06 1992

Document Database 05715792 LE920500.009

MS-PCA 261776

MICROSOFT LICENSE NO.

1589-1057

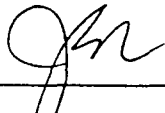
CONFIDENTIAL

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

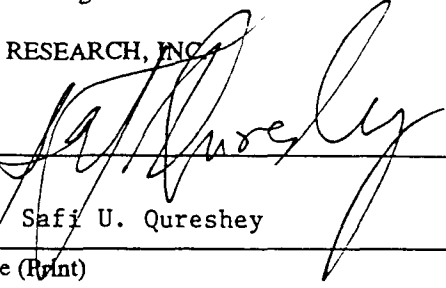
IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment shall be effective upon execution on behalf of AST by its duly authorized representative and signed by MS at its Redmond, Washington office.

MICROSOFT CORPORATION

AST RESEARCH, INC.



By



By

Jeff Lum

Name (Print)

Safi U. Qureshey

Name (Print)

DIRECTOR, OEM SALES

Title

President & Chief Executive Officer

Title

6/15/92

Date

June 15, 1992

Date

05/15/92 LE920500.009

EXHIBIT C4 (PER COPY)

PRODUCT: Microsoft Windows

VERSION NO: 3.1

FOREIGN LANGUAGE: As referenced in Exhibit C2 (System Commitment)

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in series number W770-3Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) AST agrees to pay MS a royalty, at the applicable rate set forth below, for each full or partial copy of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement.

<u>Customer Systems</u>	<u>Royalty Rate (\$US)</u>
Exhibit M4	\$45.00

(b) If the Product licensed is a translated version of the Product, the royalty rate shall be 1.15 times the royalty for the Domestic USA version of the Product set forth in Section (a) above.

(c) AST's report shall specify the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for AST during that calendar quarter. In the event that no copies were licensed or otherwise disposed of by or for AST during a calendar quarter, AST shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

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

$$\text{Maximum royalty} = R * 1.15,$$

where R is the initial per copy royalty.

ADDITIONAL PROVISIONS:

(a) The Product described in this Exhibit contains Version 8.0 of the Microsoft mouse driver ("MS Driver") (files designated as MOUSE.COM and MOUSE.SYS), which is MS proprietary software designed for use with the Microsoft Mouse. In the event AST ships a non-MS mouse or pointing device and the MS Driver with or to the end user purchasers of AST's Customer Systems, AST agrees to pay MS an additional royalty of Five Dollars (US\$5.00) for each copy of the Driver so shipped by AST.

MS-PCA 2617771

EXHIBIT C4 (PER COPY)
(Continued)

Reporting and payment of such Driver royalties shall be in accordance with this Exhibit and Section 3 ("Price and Payment") of this Agreement.

(b) AST will cause to appear on the labels and the documentation of each copy of the Product the following patent notice:

U.S. Patent No. 4,974,159

(c) The Product in Exhibit C4 may be distributed with any AST computer system described in Exhibit M4 (computer systems offered in AST's published "Retail Price List"). AST agrees to provide MS with a copy of all of AST's published "Retail Price Lists" during the term of this Agreement.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® Windows™ operating system

Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and AST RESEARCH, INC.

EXHIBIT M2

CUSTOMER SYSTEMS

For purposes of Exhibit C2, Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

System Name	CPU/MHz	Hard Disk Size	Monitor	Model
Bravo 386SX	386SX/20	40	AST SVGA	43B
Bravo 3/25S	386SX/25	80	AST SVGA	83B
Bravo 4/33	486DX/33	80	AST SVGA	83V
Advantage 386SX	386SX/20	80	Optional	88V
Advantage 386SX	386SX/20	120	Optional	128V
Advantage 486SX	486SX/20	120	Optional	128V
Advantage 486/25	486SX/25	120	Optional	128V
Advantage 486/33	486DX/33	120	Optional	128V
Office Advantage 386SX/20	386SX/20	40	Optional	40LE

Exhibit to the License Agreement Dated January 1, 1992, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As amended by Amendment No. 2)

EXHIBIT M4

CUSTOMER SYSTEMS

For purposes of Exhibit C4, Customer Systems shall be defined to be the computer system products offered in AST's published "Retail Price List":

All customer Systems listed in AST's published "Retail Price List" (except those also listed in Exhibit M2), shall be subject to the royalty for the Product as stated in Exhibit C4.

Exhibit to the License Agreement Dated January 1, 1992, between MICROSOFT CORPORATION and
AST RESEARCH INC.

(As amended by Amendment No. 2)

EXHIBIT M5

CUSTOMER SYSTEMS

For purposes of Exhibit C2, Customer Systems shall be defined to be the following single user/single CPU computer system products which are included in AST's Custom Configuration program:

Customer Systems:

System Name	CPU	MHz
Premium II 386SX/20 CC	386SX	20
Premium II 386/25 CC	386DX	25
Premium II 386/33 CC	386DX	33
Premium II 486SX/20 CC	486SX	20
Premium II 486/33 CC	486DX	33
Premium 486/33E CC	486DX	33
Power Premium 3/25s CC	386SX	25
Power Premium 3/25 CC	386DX	25
Power Premium 3/33 CC	386DX	33
Power Premium 4/20s CC	486SX	20
Power Premium 4/33 CC	486DX	33
Power Premium 4/50d CC	486DX2	50
Bravo 486/25 CC	486DX	25
Bravo 4/33 CC	486DX	33
Bravo 3/25s CC	386SX	25
TI B386SX20 CC	386SX	20
TI P386/33 CC	386DX	33
TI P486 33E CC	486DX	33

1. The AST Custom Configuration Program is a program whereby AST will configure AST computer systems included in its published "Retail Price List" to an individual customer's requirements.
2. Notwithstanding anything to the contrary in the Agreement, Customer Systems in this Exhibit M5 with hardware configurations identical to Customer Systems in Exhibit M4 (excluding Customer Systems also listed in Exhibit M2) shall be subject to the per copy royalty in Exhibit C4. All other Customer Systems listed above shall be subject to the per system royalty in Exhibit C2.

Exhibit to the License Agreement Dated January 1, 1992, between MICROSOFT CORPORATION and AST RESEARCH INC.

(As amended by Amendment No. 2)

AMENDMENT

Microsoft
Amendment Summary Sheet

SIGNED
ORIGINAL

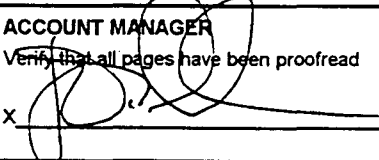
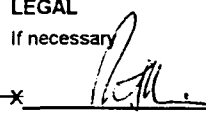
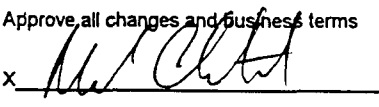
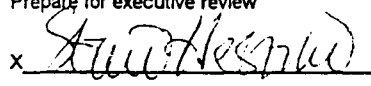
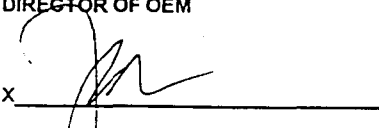
Date	Account Manager
June 22, 1992	John D. McLauchlan
OEM Company	Date of Agreement
AST Research, Inc.	January 1, 1991
MS Product(s)	Agreement Number
Additional Windows 3.1 Per System	1589-1057
Standard Agreement?	Commitment
Yes() No (X)	No additional minimum commitment

Overview:

This Amendment does two things. This agreement adds additional per system Windows 3.1 systems through a program called "Custom Configuration" and also exempts royalties from being paid for systems shipped in Japan until such time Microsoft delivers and AST accepts MS-DOS 5.0 IV. The Custom Configuration program is where AST pays royalties for those systems specially configured for customers that are other than standard system offerings.

Summary of Changes:

1. Section 1(b) modifies Exhibit M reference for maintenance purposes.
2. Exhibit C1 deletes section (g) to make acceptance of MS-DOS 5.0 IV consistent with section 4 acceptance terms.
3. Exhibit C2 adds reference to M5 royalty.
4. Reference to M5's system expiration of 12/31/92. This was inserted to insure AST is correctly adhering to agreed upon reporting.
5. Adds Per Copy Windows exhibit.
6. Replaces Exhibit M2 to update Per System Window systems.
7. Adds Exhibit M4 to reference "Retail Price List."
8. Adds Exhibit M5 identifying "Custom Configuration" systems.
9. Adds provision to make AST identify Exhibit M5 systems separately on royalty report.
10. Defines exemption period for those systems shipped in Japan until MS delivers MS-DOS 5.0 IV product.

<p>ACCOUNT MANAGER Verify that all pages have been proofread</p> <p>X  Date: 6/22/92</p>	<p>LEGAL If necessary</p> <p>X  Date: 6/22</p>
<p>SALES MANAGER Approve all changes and business terms</p> <p>X  Date: 6/25/92</p>	<p>LICENSE ADMINISTRATOR Prepare for executive review</p> <p>X  Date: _____</p>
<p>DIRECTOR OF OEM</p> <p>X  Date: 6/25/92</p>	<p>To MS Executive for signature</p> <p>X _____ Date: _____</p>

CONFIDENTIAL MS-PCA 2617776

MICROSOFT LICENSE NO.

-1589-1057

2 S. AST 14700

SIGNED ORIGINAL

Amendment I

This Amendment of the Microsoft License Agreement #1589-1057, between MICROSOFT CORPORATION and AST RESEARCH INC., herewith ("Agreement"), is made and entered into this 18 day of September, 1991 ("Effective Date"), by and between MICROSOFT CORPORATION, a Delaware Corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 (hereafter "MS"), and AST RESEARCH, INC., a Delaware corporation (hereafter "AST").

RECITALS

WHEREAS, AST desires to license MS Works for Windows, Productivity Pack, and MS Money for AST's Advantage and Express PCs; and

WHEREAS, MS desires to license these products to AST;

NOW, THEREFORE, the parties agree to modify the Agreement as follows:

1. New Exhibits B, C3, & M3.

1.1 The attached Exhibit C3 is added to the Agreement. AST's license rights for Products in Exhibit C3 shall commence on the Effective Date and shall expire on the earlier of: (i) one (1) year from the end of the calendar quarter in which AST's first shipment to a customer of any Product in Exhibit C3 for which revenue occurs; or (ii) one (1) year and six (6) months from the end of the calendar quarter for which the effective date falls. AST agrees to give MS written notice of the first date of shipment of any Product in Exhibit C3 by AST to a customer for revenue.

1.2 The existing Exhibit B shall be replaced by the attached Exhibit B. The new Exhibit B contains a First Period Minimum Commitment of \$5,765,500 and a Second Period Minimum Commitment of \$7,504,500. The new Exhibit B's Third Year Minimum Commitment remains at \$4,500,000.

1.3 The attached Exhibit M3 is added to the Agreement.

2. Use of Logo

Provided MS has given AST prior written approval, AST may use MS's logo for AST's Advantage and Express promotional material. MS shall not unreasonably withhold this approval.

3. Including the Advantage and Express PCs.

3.1 License #1589-1057, Exhibit C1's MS-DOS, Royalty Payments and Reporting Requirements Section shall be modified as follows:

ENTERED
SEP 02 1991
Document Date

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Customer System	Royalty Rate (\$US)
Exhibit M1 (Excluding PCs listed below)	\$16.00
Bravo 286/8	\$15.00
Bravo 286/16	\$15.00
Premium Executive 286	\$15.00
Exhibit M3 (Advantage and Express PCs)	\$14.00

(b) The last sentences will be changed to read: One exception to this additional royalty rate calculation applies to the translated versions of Product licensed for the BRAVO 286/8, BRAVO 286/16, and the PREMIUM EXECUTIVE 286, for which an additional royalty rate of Two Dollars Twenty Five Cents (US\$2.25) applies. The final exception to this additional royalty rate calculation applies to the translated versions of Product licensed in Exhibit M3, for which an additional royalty of Two Dollars (US\$2.00) applies.

3.2 License #1589-1057, Exhibit C2, Royalty Payments and Reporting Requirements Section shall be modified as follows:

Customer System	Royalty Rate (\$US)
Exhibit M2	\$ 6.00
Exhibit M3 (Advantage and Express PCs)	\$16.00

4. Product Support

AST agrees to support AST's end user customers for each Exhibit C3 Product. AST agrees to place AST's product support number within AST's Product manuals. AST also agrees to make this number visible on the exterior of the Product packaging.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates indicated below. This Amendment is not binding until executed by Microsoft.

Microsoft Corporation
 By *MR Hall*
Michael R. Hallman
 Name (Print)
President
 Title
10/10/91
 Date

AST Research
 By *Safi U. Qureshey*
Safi U. Qureshey
 Name (Print)
 Co-Chairman, President, &
 Chief Executive Officer
 Title
9/4/91
 Date

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EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

AST agrees to pay a minimum of Five Million Seven Hundred Sixty Five Thousand Five Hundred Dollars (US\$5,765,500.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first AST shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$1,000,000.00	\$1,000,000.00
3 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$2,500,000.00
6 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,000,000.00
9 months after the FIRST PAYMENT DATE	<u>\$1,765,500.00</u>	<u>\$5,765,500.00</u>
Total First Period Minimum Commitment	<u>\$5,765,500.00</u>	<u>\$5,765,500.00</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

AST agrees to pay a minimum of Seven Million Five Hundred Four Thousand Five Hundred Dollars (US\$7,504,500.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,942,500.00	\$1,942,500.00
15 months after the FIRST PAYMENT DATE	\$2,031,000.00	\$3,973,500.00
18 months after the FIRST PAYMENT DATE	\$2,031,000.00	\$6,004,500.00
21 months after the FIRST PAYMENT DATE	<u>\$1,500,000.00</u>	<u>\$7,504,500.00</u>
Total Second Period Minimum Commitment	<u>\$7,504,500.00</u>	<u>\$7,504,500.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Four Million Five Hundred Thousand Dollars (US\$4,500,000.00) for Product(s) licensed under this Agreement within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$1,500,000.00
15 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$2,500,000.00
18 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$3,500,000.00
21 months after the FIRST PAYMENT DATE	<u>\$1,000,000.00</u>	<u>\$4,500,000.00</u>
Total Third Period Minimum Commitment	<u>\$4,500,000.00</u>	<u>\$4,500,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: Works for Windows, Productivity Pack, Money

VERSION NO: 1.XX

FOREIGN LANGUAGE: None (Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in Series No. W-701-1 that MS delivers with the Product.
Translations: W-701-1F, French
W-701-1D, German
W-701-1P, Portuguese
W-701-1WL, Dutch
W-701-1SF, Finnish
W-701-1I, Italian
W-701-1N, Norwegian
W-701-1S, Swedish
W-701-1E, Spanish
- (c) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()
- (d) Standard Documentation in Series No. W-771-1 that MS delivers with the Product.
- (e) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()
- (f) Standard Documentation in Series No. W-720-1 that MS delivers with the Product.
- (g) OEM Adaptation Materials (adaptable source code and documentation):
YES (X) NO ()

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which AST pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M3	\$11.00/Works
Exhibit M3	\$.50/Productivity Pack
Exhibit M3	\$ 2.00/Money

EXHIBIT C3 (SYSTEM COMMITMENT)
(Continued)

(b) AST's report shall specify the number of Customer System(s) shipped or placed in use by or for AST during that calendar quarter and the number of copies of Product for each language version, including Update Releases, Version Releases and Upgrades, licensed or otherwise disposed of by or for AST during that calendar quarter. AST shall furnish this statement for each Customer System identified in Exhibit M3 and shall report for each Customer System separately by processor and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for AST during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for AST during such calendar quarter, AST shall indicate this on the royalty report.

(c) If the Product licensed for use with AST's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of One Dollar Seventy Five Cents (US\$1.75) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement.

ADDITIONAL PROVISION:

For Customer Systems which are shipped with this Product, AST agrees to pre-install the Product on the hard disk of such Customer Systems.

ROYALTIES FOR UPGRADES:

In the event AST distributes Upgrade Product to its customers, AST agrees to pay MS a per copy royalty of fifty percent (50%) of the then highest royalty under this Exhibit C (i.e., the highest per system royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

EXHIBIT M3

AST'S CUSTOMER SYSTEMS

For purposes of this Agreement, AST's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

All AST's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets, and are named:

AST Advantage 386SX 16
AST Advantage 386SX 20
AST Advantage 386 33
AST Advantage 486SX 20
AST Advantage 486 25
AST Advantage 486 33

AST Express 386SX 16
AST Express 386 SX 20
AST Express 386 33
AST Express 486SX 20
AST Express 486 25
AST Express 486 33

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

08/26/91 4420t

SUMMARY SHEET

for

AST's Amendment #1

BETWEEN AST Research Inc. and Microsoft Corporation

DATED September 18, 1991 CONTRACT NO. 1589-1057

DATE: October 2, 1991

ACCOUNT MANAGER: Jeff Daniels

EFFECTIVE DATE OF LICENSE:

9-18-91

MS PRODUCT(S) LICENSED:

Microsoft Windows 3.0 (per system)
Microsoft Works for Windows (per system)
Microsoft Money (per system)
Microsoft Productivity Pack 1.0 (per system)

CUSTOMER SUMMARY:

AST Research has been in the PC business for 11 years. During this time, AST has successfully evolved from a standard enhancement board supplier to well-respected, full-line computer manufacturer. AST's eleventh fiscal year ended June 1991 with a record sales revenue total of \$688.5M, net income of \$64.7M, and a \$2.13 earnings per share. While many OEMs struggled this year, AST attributes their consistent success to AST product value, efficiency programs in worldwide manufacturing, expansion of AST's domestic and international sales channels, and excellent financial controls.

AMENDMENT STATS:

AST has committed to pre-install Windows 3.0, Works for Windows, Money, and the Productivity Pack on both of AST's new mass merchant PC product lines (Advantage and Express). This is a one year commitment with a 60K unit minimum commitment. AST's royalty rates are \$14 (MS-DOS), \$16 (Windows), \$11 (Works for Windows), \$2 (Money) and \$.50 (Productivity Pack). AST's one year minimum commitment was increased by \$1,770,000 over a one year. The minimum commitment increases are effective in FY92 Q2 (\$265,500), FY92 Q3 (\$442,500), FY92 Q4 (\$531,000), and FY93 Q1 (\$531,000). AST's minimum commitments increase did not include MS-DOS since MS has a signed MS-DOS per processor license agreement.

AMENDMENT OVERVIEW:

This amendment increases AST's minimum commitments in replacing Exhibit B. The amendment adds a new Exhibit C3 to include Works for Windows, Money, and the Productivity Pack. AST's Advantage and Express systems are added in Exhibit M3. This amendment gives AST permission to use the MS logo provided MS has given prior written approval. Finally, this amendment clarifies that AST will make their product support number visible and will provide product support to AST's Works for Windows customers.

1) JEFF DANIELS - Account Manager

X Jeff Daniels 9-30-91
date

2) STACI HESTLOW - Administrative Assistant

X Staci Hestlow 9-30-91
date

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CONFIDENTIAL

3) NELL MILLER - Finance

X Nell Miller 10/1/91
date

4) PETER MILLER - Legal

X Peter Miller 10/7/91
date

NOTE: LICENSE EFFECTS SIX MONTH RECOMMENDED LIMIT FOR PER SYSTEM MS APPS USAGE. RESULTS
ONE YEAR. SIGNIFICANTLY INCREASED ANTIVIRUS RISK

5) MARK CHESTNUT - Group Sales Manager

X Mark Chestnut 10/2/91
Director
date

6) JEFF LUM - ~~Group Sales Manager~~

X Jeff Lum 10/4/91
date

7) MICHAEL R. HALLMAN - President

X MRH 10/14/91
date

2 of 1000

**SIGNED
ORIGINAL**

LICENSE AGREEMENT
for
MICROSOFT® PRODUCTS

Between

MICROSOFT CORPORATION,
a Delaware Corporation,

and

AST RESEARCH INC.
a Delaware Corporation

Effective Date: January 1, 1991

Microsoft Contract #1589-1057

Date of Issue: March 29, 1991

04/02/91 3123M

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ENTERED

MAY 15 1991

Document Database

MICROSOFT LICENSE NO.

- 1589-1057

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 1st day of January, 1991 ("Effective Date"), by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, WA 98052-6399 (hereafter "MS"), and AST RESEARCH INC., a Delaware corporation (hereafter "AST").

The parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "AST" shall include any subsidiary of AST, provided that AST hereby guarantees its subsidiary's performance under this Agreement and the subsidiary agrees in writing with AST to be bound by the terms of this Agreement. A "subsidiary" is a company in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is owned or controlled by AST, but only so long as such ownership or control exists.

(b) "Customer System" shall mean computer system product(s) described in the Exhibit(s) M1 and M2, including AST Customer Systems and OEM Customer Systems. "AST Customer Systems" shall mean the computer system product(s) described in Exhibit(s) M marketed and distributed under AST's trademark(s) or product name(s). "OEM Customer Systems" shall mean computer system products described in Exhibit M which are distributed under trademarks or product names other than those of AST or distributed under no trademark or product name.

(c) "OnLine" shall mean MS' then standard electronic product support service offered to OEMs.

(d) "Product" or "Products" shall mean the MS software products described in the attached Exhibit(s) C, including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(e) "Product Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx].

(f) "Version Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the tenths digit in the Product version number [x.(x)x]. Version Release fees shall not exceed Fifteen Thousand Dollars (US\$15,000.00) per Version Release.

(g) "Update Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the right of the tenths digit in the Product version number [x.x(x)].

(h) "Upgrade" shall mean a replacement copy of the Product provided to an existing end user of the Product on a Customer System. AST shall establish a reasonable procedure to assure the return or destruction of any replaced

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Product. The packaging for Upgrade Product shall indicate that it is intended as an "upgrade" only (or similar wording) and not for use by a new customer. Copies of Product not strictly in conformance herewith shall not be considered Upgrade Product.

2. LICENSE GRANT

(a) MS grants to AST the following nonexclusive, worldwide license rights:

(i) to adapt the Product as necessary to enable it to execute on AST's Customer System(s);

(ii) to reproduce and manufacture the Product in object code form; and

(iii) to distribute directly or indirectly and license the Product in object code form to end users, license the Product in object code form to end users through its resellers (Distributors, VADs, VARs, Dealers and OEMs) under the terms of AST's end user license agreement.

All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(b) AST's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that AST accepts under Section 4 and elects to distribute under this Agreement. The per copy or per system royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. AST's license hereunder shall not extend to Product Releases.

(c) MS further grants AST the right to modify, reproduce, publish and sell the Product documentation as a component of the Product, provided that AST's modifications shall not render the Product documentation incomplete or inaccurate. AST shall not translate the Product documentation without MS' written consent.

(d) AST's rights hereunder shall not extend to Product source code unless Exhibit S is attached and executed.

(e) AST shall deliver to MS, in source and object form, any "adaptation code" it writes to enable the Product to execute on its Customer System(s), and AST hereby grants MS a nonexclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting AST.

(f) MS agrees to negotiate in good faith with AST to license products not available to AST under this Agreement upon MS' then applicable terms and conditions.

3. PRICE, PAYMENT AND ROYALTY REPORTING

(a) AST agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B, Exhibit B1 and Exhibit(s) C. AST's obligation to pay such amounts is unconditional except as is otherwise expressly stated to

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the contrary herein. In the event taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, AST may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that AST shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. AST will make certain that any taxes withheld are minimized to the extent possible under applicable law. Prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or hereafter imposed on AST's production, storage, licensing, sale, transportation, import, export or use of a Product. Such charges shall be paid by AST, or in lieu thereof, AST shall provide an exemption certificate acceptable to MS and the applicable authority. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due.

(b) Except where otherwise provided, AST agrees to make quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. AST's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and shall be signed by a duly authorized representative of AST. AST shall submit quarterly reports even if no royalties or other amounts are due for such quarter. AST shall use the royalty reporting form attached as Exhibit R, or other form as agreed by the parties.

(c) No royalty shall accrue to MS for copies of a Product (i) used solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies per year; or (iv) sample copies provided to MS under Section 7(b).

(d) AST reserves the right to continue AST's Windows promotion in the Third Period of this Agreement. AST agrees to indicate in writing AST's intent to continue the Windows promotion sixty (60) days before the end of the Second Period. Upon receipt of this written notice Exhibit B's Third Period Minimum Commitment schedule will be replaced with Exhibit B1's Third Period Minimum Commitment schedule. If MS does not receive this notification then Exhibit B's Third Period payment schedule will remain in effect.

4. ACCEPTANCE AND WARRANTY

(a) Within sixty (60) days after the later of AST's execution of this Agreement or MS' delivery to AST of the first version of a Product licensed hereunder, AST shall either accept such Product or report deviations from specifications in writing. AST is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If AST does not report deviations from Product specifications within the sixty (60) day period, or if AST ships the Product to a customer for revenue, AST shall be deemed to have accepted the Product.

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(b) If AST reports any deviations from Product specifications prior to acceptance then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to AST, AST shall have sixty (60) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as AST's sole remedy (i) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (ii) the correction period may be extended as may be agreed by the parties, or (iii) failing any agreement, AST may reject the Product, and provided that AST has rejected the first version of each released Product licensed under this Agreement, then AST shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. AST shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any Product under this Agreement.

(c) AST shall evaluate each new Update Release and Version Release of a Product and either accept or reject it in writing within sixty (60) days after its receipt by AST. Conformance with specifications provided by MS shall solely determine acceptability. If AST does not reject the Update or Version Release within such sixty (60) day period, or if AST ships the Update or Version Release to a customer (excluding demonstration copies referenced in Section 3), AST shall be deemed to have accepted it.

(d) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If AST reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as AST's sole remedy MS agrees to use reasonable efforts to correct such deviations. AST's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section 4(d) as to a particular release of a Product shall cease ninety (90) days after delivery to AST of an Update Release or Version Release with a higher version number which conforms to specifications as provided in Section 4(c).

(e) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. AST shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally or upon receipt by AST of final OEM Adaptation Kit from MS.

(f) MS-DOS 3.3, MS-DOS 4.01, OS/2 1.21 and Windows 3.0 are deemed accepted upon signature of this license agreement.

5. INDEMNIFICATION FOR INFRINGEMENT

(a) MS represents and warrants that:

(i) the Products do not infringe any copyright or U.S. patents enforceable under the laws of any country listed in Section 5(d); and

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(ii) the Products do not violate the trade secret rights of a third party.

MS agrees to indemnify, hold harmless, and defend AST from and against any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranties (hereinafter "Infringement Claims"); provided MS is notified promptly in writing of an Infringement Claim and has sole control over its defense or settlement, and AST provides reasonable assistance in the defense of the same.

(b) Following notice of an Infringement Claim, MS may at its expense, without obligation to do so, procure for AST the right to continue to market, use and have others use, the alleged infringing Product or, without obligation to do so, may replace or modify the Product to make it non-infringing. If MS elects to replace or modify the Product, such replacement shall meet substantially the specifications as provided or referenced in the applicable Exhibit C and shall be subject to the acceptance provisions of Section 4(c).

(c) MS shall have no liability for any Infringement Claim based on AST's (i) use or distribution of any Product after MS' notice that AST should cease use or distribution of such Product due to an Infringement Claim, or (ii) combination of a Product with a non-MS program or data, if such Infringement Claim would have been avoided by the exclusive use of the Product. For all Infringement Claims arising under this Section 5(c), AST agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees provided MS promptly notifies AST in writing of such a claim.

(d) MS shall have no obligation to AST for any Infringement Claims made against AST which arise from the use or distribution of a Product outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Economic Community, Sweden, Norway, Finland, Switzerland, Taiwan, Korea, Singapore and Mexico, and AST hereby releases and discharges MS from any and all Infringement Claims resulting from such use.

6. LICENSE RESTRICTIONS

(a) AST shall market and distribute to resellers (VARs, Distributors, OEMs, and Dealers) for resale only to end-user purchasers of Customer System(s). AST shall distribute and license Product(s) only with those Customer Systems listed on Exhibit C for the particular Product(s). AST's Product packaging shall clearly indicate that the Product is intended for use only on such Customer System(s). AST shall use its best efforts to inform all persons and entities in its distribution channels to comply with the foregoing restriction.

(b) AST shall not reverse engineer, decompile or disassemble any Product.

(c) AST shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). AST's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. AST's EULA shall conform substantially to the Sample License Agreement attached as Exhibit A, except that it shall be adapted as

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commercially reasonable for any foreign jurisdiction in which AST markets or distributes the Product. The limitations of liability and remedies in AST's EULA shall inure to the benefit of MS. AST shall be the "Licensor" under its EULA.

(d) AST shall not reproduce, duplicate, copy or otherwise permit the manufacture of Product software except on AST premises by AST employees, unless the following conditions are satisfied:

(i) AST and its outside contractor enter into a written agreement (hereafter "Replication Agreement") that expressly provides that MS is a third party intended beneficiary of the Replication Agreement with rights to enforce such agreement, and that requires contractor:

- a) to comply with obligations identical to those imposed on AST by Sections 7(a), 11(a), 11(b), 13 and 14,
- b) to halt reproduction of the Product upon notice from AST or MS of the termination or expiration of this Agreement, and
- c) to pay MS or AST's attorneys' fees if AST or MS employs attorneys to enforce any rights arising out of the Replication Agreement;

(ii) AST guarantees its contractors' fulfillment of the applicable obligations imposed on AST by this Agreement; and

(iii) AST indemnifies MS for all damages of any kind, without limitation, caused by a breach of the Replication Agreement by a contractor.

7. COPYRIGHT NOTICES; TRADEMARKS

(a) AST will cause to appear on the container and labels of each copy of Product, the copyright and patent notices for the Product that appear on the applicable release of the Product as provided to AST pursuant to Section 2 hereof (or if none, the copyright and patent notices as specified in the applicable Exhibit C). AST will cause to appear as part of the sign-on message for each Product, such applicable copyright notice(s). AST shall cause to appear on the title page of each volume of its documentation, and at any other location where any copyright notice appears, the MS and third party copyright or other proprietary rights notices that appear in the release of Product documentation from which AST's documentation is derived.

(b) AST shall market the Product only under the Product name(s) for such Product as specified in the applicable Exhibit C, and AST agrees to use the appropriate trademark symbol (either "™" or "®" in a superscript, as provided in the Exhibit C) and clearly indicate MS' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in any other manner in connection with the Product. AST shall not, at any time, use any name or trademark confusingly similar to a MS trademark, trade name and/or product name and agrees that its use of such MS trademark(s), trade name(s) and/or product name(s) shall not directly or indirectly create in or for AST any right, title or interest therein. AST's name and/or

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trademarks shall not be displayed in relation to the Product name in a manner which suggests that AST's name and/or trademarks are part of the Product name. AST agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks. AST shall not use or display any MS logo in its materials or packaging without MS' prior written permission. AST shall not use or imitate the trade dress of MS products. AST's name and/or trademarks shall be displayed on the packaging and disk labels for the Product at least as prominently as the name "Microsoft." AST shall undertake no action that will interfere with or diminish MS' right, title and/or interest in MS' trademark(s), trade name(s) or Product name(s).

(c) Upon request, AST shall submit the Product in proposed finished goods form (including software and documentation) to MS for approval prior to distribution, which approval shall not be unreasonably withheld. AST shall, upon request, provide MS samples of all AST literature which uses Product name(s). AST shall provide MS with five (5) copies of the Product in finished goods form.

(d) AST shall market each release of Product only under the version number assigned by MS to such release.

(e) MS, at its own expense, will settle or defend and pay any damages, costs, and expenses, including reasonable attorneys' fees, resulting from any claim made against AST by a third party for infringement or alleged infringement of the trademark, trade name or product name rights of such third party, or for unfair competition resulting from AST's use of MS' trademarks, trade names or product names, in the countries listed in Section 5(d); provided, that AST promptly notifies MS of any such claim. In meeting its obligations hereunder, MS may, without obligation to do so, procure for AST the right to continue to use the trademark, trade name, or product name on the Product.

8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by AST without the prior written approval of MS. AST shall give MS ninety (90) days prior written notice of its desire to assign this Agreement. Notwithstanding the foregoing, AST may assign this Agreement to any purchaser of substantially all the assets of AST's computer systems products business upon thirty (30) days prior written notice to MS.

9. TERM OF AGREEMENT

Provided this Agreement has been properly executed by AST and by an officer of MS, the initial term of this Agreement ("Initial Term") shall run from the Effective Date until the earlier of: (i) three (3) years from the end of the calendar quarter in which AST's first shipment to a customer of any Product for revenue occurs; or (ii) three (3) years and six (6) months from the end of the calendar quarter in which the Effective Date occurs. AST shall give MS written notice of the first date of shipment of any Product by AST to a customer for revenue.

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10. DEFAULT AND TERMINATION

(a) This Agreement may terminate if any of the following events of default occur: (i) if either party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 13 or makes an assignment in violation of Section 8; (iii) if AST becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by AST; or (v) if such a petition is filed by any third party, or an application for a receiver of AST is made by anyone and such petition or application is not resolved favorably to AST within sixty (60) days.

(b) Termination due to a breach of Sections 6, 13, or (if applicable) S1 shall be effective upon notice. In all other cases termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

(c) In the event of AST's default, MS may terminate this Agreement in its entirety or as to any individual Product(s). Termination of this Agreement as to any particular Product(s) will not affect the terms and conditions of this Agreement as they apply to the other Product(s) licensed under this Agreement.

11. OBLIGATIONS UPON TERMINATION

(a) Within ten (10) days after termination or expiration of this Agreement, AST shall return to MS all full or partial copies of each Product in AST's possession or under its control, including, if applicable, copies of the Product in source code form. AST and each subsidiary of AST may, however, retain fifty (50) copies of each Product in object code form and one copy of the Product documentation to be used solely for support purposes.

(b) From and after termination or expiration, AST shall not use internally nor employ any Product as part or portion of any product that AST may use, sell, assign, lease, license, or transfer to third parties. AST shall cease and desist from all use of any Product name(s) and associated trademark(s) and, upon request, deliver to MS or its authorized representatives or destroy all material upon which the Product name(s) and the associated trademarks appear.

(c) Termination of this Agreement as a result of AST's default shall result in acceleration of AST's obligation to pay all sums AST contracted to pay under this Agreement.

(d) End user licenses properly granted pursuant to this Agreement and prior to termination of this Agreement shall not be diminished or abridged by termination of this Agreement.

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(e) Sections 5, 12, 13, 14, 15, 16(a), 17, 18(a), and 18(b) shall survive termination or expiration of this Agreement.

12. LIMITATION OF LIABILITY AND REMEDY

(a) MS' liability to AST under any provision of this Agreement, including Section 5, or any transaction contemplated by this Agreement shall be limited to one hundred percent (100%) of the amount having then actually been paid by AST to MS under Section 3. MS' limitation of liability is cumulative with all MS' expenditures being aggregated to determine satisfaction of the limit. The existence of claims or suits against more than one Product licensed under this Agreement will not enlarge or extend the limit. AST releases MS from all obligations, liability, claims or demands in excess of the limitation. The parties acknowledge that other parts of this Agreement rely upon the inclusion of this Section 12.

(b) The rights and remedies granted to AST under Sections 4 and 5 constitute AST's sole and exclusive remedy against MS, its officers, agents and employees for negligence, inexcusable delay, breach of warranty, express or implied, or for any default whatsoever relating to the condition of the Product or MS' duties to correct any deviations from specifications.

(c) AST hereby agrees not to sue MS or its licensees of this License's Products (including without limitation OEM customers and end users), based on any existing or future AST Patents which are or may be infringed by manufacture, use or sale of the Product(s) licensed hereunder. "AST Patents" shall mean any patents owned by AST or as to which AST has sufficient rights to grant the foregoing covenant not to sue. This subsection 12(c) shall survive termination or expiration of this Agreement.

SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. AST AGREES MS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. NONDISCLOSURE AGREEMENT

AST expressly undertakes to retain in confidence and to require its distributors to retain in confidence all information and know-how transmitted to AST by MS that MS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, AST shall have no obligation to maintain the confidentiality of information that (i) it received rightfully from another party prior to its receipt from MS; (ii) MS has disclosed to a third party without any obligation to maintain such information in confidence; or (iii) is independently developed by AST. Further, AST may disclose confidential information as required by governmental or judicial order, provided AST gives MS prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure. AST shall treat all Product adaptation materials (including source code) as confidential

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information and shall not disclose, disseminate or distribute such materials to any third party without MS' prior written permission. AST shall treat the terms and conditions of this Agreement as confidential; however, AST may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of AST's business. AST's obligation under this Section 13 shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of AST or ten (10) years following termination or expiration of this Agreement.

14. AUDITS

(a) During the term of this Agreement, AST agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Product licensed.

(b) MS may cause an audit to be made of the applicable records in order to verify statements issued by AST and prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis) and shall be conducted during regular business hours at AST's offices and in such a manner as not to interfere with AST's normal business activities. Any such audit shall be paid for by MS unless material discrepancies are disclosed. "Material" shall mean the lesser of Twenty Thousand Dollars (US\$20,000.00) or five percent (5%) of the amount that should have been reported. If material discrepancies are disclosed, AST agrees to pay MS for the costs associated with the audit. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

(c) Neither the right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless expressly agreed to in writing by the party having such right.

(d) In the event that MS makes any claim with respect to an audit, upon AST's written request MS will make available to AST the records and reports pertaining to such audit prepared by MS' independent auditor.

15. NOTICES AND REQUESTS

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid; and addressed as follows:

AST:	AST RESEARCH INC. 16215 Alton Parkway Irvine, CA 92713
Attention:	Contracts Administration
Telephone:	(714) 727-4141

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With Copy To:
AST: AST RESEARCH INC.
16215 Alton Parkway
Irvine, CA 92713

Attention: Vice President, Marketing
Fax: 714-753-0237

BILL TO:
AST: AST RESEARCH INC.
16215 Alton Parkway
Irvine, CA 92713

Attention: Finance - Microsoft Account

SHIP TO: AST RESEARCH INC.
16215 Alton Parkway
Irvine, CA 92713

Attention: Product Marketing

MS: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Vice President, OEM Group

With Copy To: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Law & Corporate Affairs
Fax: (206) 883-8101

or to such other address as the party to receive the notice or request so designates by written notice to the other. For other correspondence to MS, the address is:

OEM Sales
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

16. CONTROLLING LAW; NO FRANCHISE

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and AST consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington if MS brings suit, and MS consents to jurisdiction and venue in the state and federal courts sitting in the State of California if AST brings suit. Process may be served on either party in the manner set forth in Section 15 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

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(b) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise as defined in the Washington Franchise Investment Protection Act, RCW 19.100, as amended, or 16 CFR Section 436.2(a). The price and payment described in Section 3 of this Agreement shall be construed as a royalty fee for the rights granted in Section 2 of this Agreement, and not as a franchise fee.

17. ATTORNEYS' FEES

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

18. ROYALTY REPORTING

(a) AST agrees to make quarterly royalty reports and payments to MS within thirty (30) days after the end of each quarter.

(b) AST agrees to indicate the number of "AST Customer Systems" sold in each quarterly royalty report. These reports will clearly indicate the total number of each micro processors sold within "AST's Customer Systems".

(c) AST agrees to indicate the number of "OEM Customer Systems" sold in each quarterly royalty report. These reports will clearly indicate the total number of each micro processors sold within "OEM's Customer Systems".

(d) AST agrees to report each foreign language version separately in the same thirty (30) day timely manner.

19. GENERAL

(a) Any Product which AST licenses or acquires under this Agreement for or on behalf of the United States of America, its agencies and/or instrumentalities, is provided to AST with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

(b) AST agrees that neither it nor its customers intends to or will, directly or indirectly, export or transmit (i) any Product or related documentation and technical data or (ii) any product (or any part thereof), process, or service that is the direct product of a Product, to the People's Republic of China, Afghanistan, or any group Q, S, W, Y, or Z country specified in Supplement No. 1 of Section 770 of the Export Administration Regulations or to any other country to which such export or transmission is restricted by such regulation or statute, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

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(c) This Agreement does not constitute an offer by MS. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of AST and MS by their respective duly authorized representatives. Unless agreed to in a separate writing signed by both parties, any statement appearing as a restrictive endorsement on a check or other instrument which purports to modify a right, obligation or liability of either party shall be of no force and effect, and the payee party shall be free to negotiate such check notwithstanding such void endorsement.

(d) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If this Agreement as it relates to any Product(s) licensed hereunder shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable or if this Agreement is terminated as to particular Product(s), this Agreement shall remain in full force and effect as to the remaining Product(s).

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

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

(g) Provided this Agreement has been properly executed on behalf of AST by its duly authorized representative and accepted by MS at its Redmond, Washington office, it shall mutually terminate AST's Microsoft Software License #1589-7335 (with a January 1, 1988 "EFFECTIVE DATE").

20. AST'S GOVERNMENTAL APPROVAL OBLIGATIONS

AST shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of all of the terms and conditions of the Agreement including, but not limited to, foreign exchange approvals, import and offer agent licenses, fair trade approvals and all approvals which may be required to realize the purposes of the Agreement.

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If any necessary approvals are not or cannot be obtained within a reasonable time in form and substance satisfactory to MS, MS may immediately terminate this Agreement with respect to the Products affected by such failure, and upon receipt of such notice by the AST, this Agreement shall be null, void and of no effect.

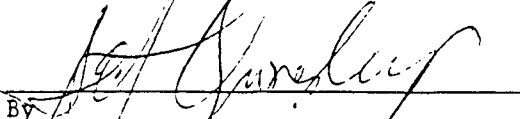
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

AST RESEARCH INC.

By

By



Michael R. Hallman

Mr. Safi Quresney

Name (Print)

Name (Print)

President

President & CEO

Title

Title

Date

4/25/91

Date

Date of Issue: March 29, 1991

This Agreement shall be deemed to be invalid, unless executed by AST and returned to MS within ten (10) days of the above "Date of Issue". Fax copies are unacceptable.

EXHIBIT A - SAMPLE LICENSE AGREEMENT

XYZ CORPORATION LICENSE AGREEMENT

This is a legal agreement between you, the end user, and XYZ Corporation. BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND.

XYZ CORPORATION SOFTWARE LICENSE

1. GRANT OF LICENSE. XYZ Corporation grants to you the right to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer or computer terminal at the same time.

2. COPYRIGHT. The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE.

4. DUAL MEDIA SOFTWARE. If the SOFTWARE package contains both 3-1/2" and 5-1/4" disks, then you may use only the disks appropriate for your single-user computer. You may not use the other disks on another computer or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

5. YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY XYZ OR ITS SUPPLIERS.

LIMITED WARRANTY

LIMITED WARRANTY. XYZ Corporation warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

EXHIBIT A
(Continued)

CUSTOMER REMEDIES. XYZ Corporation's entire liability and your exclusive remedy shall be, at XYZ Corporation's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet XYZ Corporation's Limited Warranty and which is returned to XYZ Corporation with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. MICROSOFT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICROSOFT PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or in subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

This Agreement is governed by the laws of the State of Washington.

Should you have any questions concerning this Agreement, or if you desire to contact XYZ Corporation for any reason, please write: XYZ Customer Sales and Service/_____ (Address)_____.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

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EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

AST agrees to pay a minimum of Five Million Five Hundred Thousand Dollars (US\$5,500,000.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first AST shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$1,000,000.00	\$1,000,000.00
3 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$2,500,000.00
6 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,000,000.00
9 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$5,500,000.00
Total First Period Minimum Commitment	<u>\$5,500,000.00</u>	<u>\$5,500,000.00</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

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EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

AST agrees to pay a minimum of Six Million Dollars (US\$6,000,000.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$1,500,000.00
15 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$3,000,000.00
18 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,500,000.00
21 months after the FIRST PAYMENT DATE	<u>\$1,500,000.00</u>	<u>\$6,000,000.00</u>
Total Second Period Minimum Commitment	<u>\$6,000,000.00</u>	<u>\$6,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

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EXHIBIT B

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Four Million Five Hundred Thousand Dollars (US\$4,500,000.00) for Product(s) licensed under this Agreement within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first and second periods of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
24 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$1,500,000.00
27 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$2,500,000.00
30 months after the FIRST PAYMENT DATE	\$1,000,000.00	\$3,500,000.00
33 months after the FIRST PAYMENT DATE	<u>\$1,000,000.00</u>	<u>\$4,500,000.00</u>
Total Second Period Minimum Commitment	<u>\$4,500,000.00</u>	<u>\$4,500,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

MS-PCA 2617806

EXHIBIT B1
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

AST agrees to pay a minimum of Six Million Dollars (US\$6,000,000.00) for Product(s) licensed under this Agreement within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which AST shall make to MS during the third period of this Agreement. Payments made during the first and second periods of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, AST shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
End of the:		
24 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$1,500,000.00
27 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$3,000,000.00
30 months after the FIRST PAYMENT DATE	\$1,500,000.00	\$4,500,000.00
33 months after the FIRST PAYMENT DATE	<u>\$1,500,000.00</u>	<u>\$6,000,000.00</u>
Total Second Period Minimum Commitment	<u>\$6,000,000.00</u>	<u>\$6,000,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

MS-PCA 2617807

EXHIBIT C1 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS® 3.3, 4.0, (DOMESTIC USA) 5.0 and 6.0, MS ROM DOS 5.0, (DOMESTIC USA AND TRANSLATED VERSIONS) MS-DOS® Shell 1.0, 5.0, 6.0 Quick BASIC Interpreter 1.0 and MS-DOS/V.

PRODUCT DELIVERABLES:

- | | |
|---------------------------------|------------------------------|
| (a) Product in Object Code form | |
| (b) Standard Documentation | Document Number: |
| MS-DOS User's Guide | D781-5Z, D781-6Z |
| MS-DOS User's Reference | D707-5Z, D707-6Z |
| MS-DOS Programmer's Reference | D782-5Z, D782-6Z |
| Shell User's Guide | D782-5Z, D782-6Z |
| (c) Translations: | Document Number: |
| *French | D782-5F, D781-5F, D707-5F |
| *German | D781-5D, D707-5D, D782-5D |
| *Arabic | D781-5AR, D707-5AR, D782-5AR |
| *Farsi | D781-5FS, D707-5FS, D782-5FS |
| *Korean | D781-5K, D707-5K, D782-5K |
| *Japanese (Kanji) | D781-5J, D707-5J, D782-5J |
| *Portuguese | D781-5P, D707-5P, D782-5P |
| *Russian | D781-5SU, D707-5SU, D782-5SU |
| *Turkish | D781-5TR, D707-5TR, D782-5TR |
| *Dutch | D781-5NL, D707-5NL, D782-5NL |
| *Finnish | D781-5SF, D707-5SF, D782-5SF |
| *Italian | D781-5I, D707-5I, D782-5I |
| *Norwegian | D781-5N, D707-5N, D782-5N |
| *Swedish | D781-5S, D707-5S, D782-5S |
| *Spanish | D781-5SE, D707-5SE, D782-5SE |

* AST acknowledges that these versions will be licensed to AST only if and when made available.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System (including AST Customer Systems and OEM Customer Systems) identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, excluding OEM Customer Systems that are shipped to current "Per System" licensees of MS-DOS as verified by MS in writing pursuant to Section (d) below, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, for each licensed version of Product, and Upgrades, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which AST pays royalties at the Upgrade royalty rate (see below).

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EXHIBIT C1 (SYSTEM COMMITMENT)
(Continued)

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M1 (Excludes PCs listed below)	\$16.00
BRAVO 286/8	\$15.00
BRAVO 286/16	\$15.00
PREMIUM EXECUTIVE 286	\$15.00

(b) If the Product licensed for use with AST's Customer Systems is a translated (changed into a different foreign language) version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of Two Dollars and Forty Cents (US\$2.40) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement. The one exception to this additional royalty rate calculation applies to the translated versions of Product licensed for the BRAVO 286/8, BRAVO 286/16, and the PREMIUM EXECUTIVE 286, for which an additional royalty rate of Two Dollars Twenty Five Cents (US\$2.25) applies.

(c) AST shall distribute either Microsoft MS-DOS 6.0 and Shell 6.0, or MS-DOS 5.0 and Shell 5.0 or Microsoft MS-DOS 4.0 and Shell 4.0, or MS-DOS 3.3 but not more than one (1) Product with each Customer System.

(d) AST may exclude OEM Customer Systems from calculation of royalties provided in (a) above if AST's OEM Customer has a per system MS-DOS license with MS. Such Customer Systems shall be excluded from royalty calculations upon MS' verification of the OEM Customer per system MS-DOS license. MS will promptly verify the existence of this license agreement once notification has been received.

(e) Notwithstanding Section 2(iii), AST may Upgrade AST Customer System end users directly to MS-DOS 5.0. AST agrees that this Upgrade will be distributed to end users by AST. AST will use reasonable efforts to verify that end users have purchased AST's Customer System.

(f) If DOS/V is distributed for use with AST's Customer Systems, then in addition to the royalties payable in Section (a) and (b) above, AST agrees to pay MS an additional royalty of Eighty Cents (US\$.80) multiplied by the number of full or partial copies of DOS/V licensed or otherwise disposed of by or for AST during the term of this Agreement.

(g) Notwithstanding Section 4, acceptance of DOS/V will not be based upon conformance to product specifications. If DOS/V product specifications are unavailable to MS for distribution, then MS will not deliver DOS/V product specifications to AST. Acceptance for DOS/V will be deemed to occur if AST ships the Product to a customer for revenue or does not reject this Product by written notification to MS within sixty (60) days after MS delivers the first version of this Product. AST's acceptance of the DOS/V Product shall not be unreasonably withheld. If DOS/V product specifications are available at the time of delivery, then the terms and conditions of Section 4 shall apply.

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EXHIBIT C1 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES FOR MS-DOS 6.0:

MS may elect to increase the per system royalty applicable to MS-DOS 6.0. The maximum per system royalty for MS-DOS 6.0 shall be determined as follows:

$$\text{MS-DOS 6.0 royalty} = R \times 1.15$$

where R is the initial per system royalty described above.

ROYALTIES FOR UPGRADES:

AST may elect to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C1 (i.e., the initial royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1981-1991. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS®
QBasic™ Interpreter

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

MS-PCA 2617810

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EXHIBIT C2 (SYSTEM COMMITMENT)

PRODUCT: Windows

VERSION NO: 3.0

PRODUCT DELIVERABLES:

- (a) Product in Object Code form
- (b) Standard Documentation in series number W770-3Z that MS delivers with the Product.
- (c) Standard Productivity Pack Documentation in series number W771-3Z.
- (d) Translations:

*French	Document Number: W770-3F
*German	W770-3D
*Portuguese	W781-5P
*Dutch	W707-3NL
*Finnish	W707-3SF
*Italian	W707-3I
*Norwegian	W707-3N
*Swedish	W707-3S
*Spanish	W707-3E
*Japanese (Kanji)	W707-3J

* AST acknowledges that these versions will be licensed to AST only if and when made available.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System (including AST Customer Systems and OEM Customer Systems) identified below, AST agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which AST pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M2	\$16.00

(b) If the Product licensed for use with AST's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, AST agrees to pay MS an additional royalty of Two Dollars and Forty Cents (US\$2.40) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for AST during the term of this Agreement.

EXHIBIT C2 (SYSTEM COMMITMENT)

(Continued)

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

(d) AST agrees to make quarterly royalty reports and payments to MS within thirty (30) days after the end of each quarter. AST agrees to separately report each foreign language version in the same timely manner.

(e) AST reserves the right to add Customer System configurations (system name, CPU, Mhz, hard disk size, and model number) to Exhibit M2 during the calendar quarters referenced in Exhibit B and B1. AST may add these Customer System configurations to Exhibit M2 by giving thirty (30) days notice. AST shall include the date each Customer System configuration is added and report the total number for each of these Customer System configurations which were sold during the quarter. AST agrees to pay the applicable royalty multiplied by the total number of each of these Customer Systems sold.

(f) For Customer Systems which are shipped with this Product, AST agrees to pre-install this Exhibit's Product on the hard disk.

(g) Notwithstanding Section 2(iii), AST may Upgrade (as defined in Section 1(i)), AST Customer System end users to subsequent Update Releases and Version Releases of Windows 3.XX. AST will use reasonable efforts to verify that Upgrades are distributed only to end user purchasers of AST's Customer System and AST's previous versions of this Exhibit's Product.

(h) AST agrees that computer system units with a hardware configuration (system name, CPU, Mhz, hard disk size, and monitor) identical to that of any Customer Systems in Exhibit M2 shall be deemed to be units of such Customer Systems under this Agreement as long as AST is contemporaneously shipping Customer Systems as described in Exhibit M2.

(i) Subject to MS' written approval, AST may add to Exhibit M2 a new Customer System which does not conform to the configuration defined in (e) of this Exhibit. The criteria for MS' approval shall be the ability of the Customer System to add significant value, and AST's agreement to only distribute such Customer System directly to end users. Examples of Customer Systems that would meet the significant added value criteria, but which do not conform to the configuration defined in (e) of this Exhibit, are the FASTBOARD/386, or a RAMPAGE PLUS/MC 386 memory board.

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EXHIBIT C2 (SYSTEM COMMITMENT)

(Continued)

ROYALTIES FOR UPGRADES:

AST shall pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (i.e., the initial royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by AST as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

ADDITIONAL PROVISIONS:

The Product described in this Exhibit contains Version 7.0 of the Microsoft mouse driver ("MS Driver") (files designated as MOUSE.COM and MOUSE.SYS), which is MS proprietary software designed for use with the Microsoft Mouse. Future versions of this Product described in this Exhibit will contain Version 8.XX of the Microsoft mouse driver ("MS-Driver"), files designated as MOUSE.INI, MOUSE.COM and MOUSE.SYS, which is MS proprietary software designed for use with the Microsoft Mouse. In the event AST ships a non-MS mouse or pointing device and the MS Driver with or to end user purchasers of AST's Customer Systems, AST agrees to pay MS an additional royalty of Five Dollars (US\$5.00) for each copy of the Driver so shipped by AST. Reporting and payment of such Driver royalties shall be in accordance with this Exhibit and Section 3 ("Price and Payment") of this Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows™

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

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EXHIBIT C1 (PER COPY)

PRODUCT: MS OS/2

VERSION NO: 1.1X, 1.2X, 1.3X, and 2.XX (DOMESTIC USA VERSION)

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in series number 0786-1Z and 0786-2Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced manual(s).

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, for each full or partial copy of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M1	\$60.00

(b) If the Product licensed is a translated version of the Product, the royalty rate shall be 1.15 times the royalty for the Domestic USA version of the Product set forth in Section (a) above.

(c) COMPANY's report shall specify the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during that calendar quarter, and shall be signed by a duly authorized representative of COMPANY. In the event that no copies are licensed or otherwise disposed of by or for COMPANY during a calendar quarter, COMPANY shall indicate this on the royalty report.

ADDITIONAL PROVISIONS:

(a) COMPANY may license the Product only for use in single user configurations.

(b) When using "OS/2", "Operating System/2", or "Presentation Manager" (collectively "Third Party Trademarks") to identify the Product, COMPANY agrees to use the appropriate trademark symbol (either "®" or "™" in a superscript) whenever the Third Party Trademark first appears in any packaging, documentation, advertising or other promotional materials. COMPANY shall also display a footnote that reads as follows:

"[OS/2] [Operating System/2] Presentation Manager is a [registered] trademark licensed to Microsoft Corporation."

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EXHIBIT C1 (PER COPY)

(Continued)

ATM RASTERIZER AND TYPEFONTS:

(a) COMPANY shall use only the name "Adobe Type Manager" or "ATM" to identify the font rasterizer contained in the Product.

(b) COMPANY shall use only the names provided in the Product code and documentation to identify the typefonts contained in the Product (e.g., Times New Roman, Helvetica).

(c) Notwithstanding anything in this Agreement to the contrary, COMPANY shall not create derivative works based on the typefonts or remove the typefonts from the Product.

(d) The typefonts provided in the Product are licensed by MS from third party vendors, and therefore MS' license of such typefonts to COMPANY under Section 2 of this Agreement shall terminate when MS' license from its vendor(s) terminates; provided MS shall give COMPANY at least thirty (30) days prior written notice of such a termination.

(e) The following third party trademarks shall be marked and footnoted in accordance with Section 7 of the Agreement:

Adobe®
Adobe Type Manager®
ATM®
Helvetica®
Times New Roman®
Linotype®
Monotype®

Adobe, Adobe Type Manager and ATM are registered trademarks of Adobe Systems Incorporated.

Helvetica and Linotype are Registered trademarks of Linotype AG.

Monotype and Times New Roman are trademarks of the Monotype Corporation PLC.

UPGRADES TO CUSTOMER BASE:

As to any Update Release or Version Release provided to COMPANY under Section 2(b), MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to COMPANY's existing customers of the Product. COMPANY is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a) COMPANY may offer upgrade releases only on a replacement basis;

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EXHIBIT C1 (PER COPY)

(Continued)

(b) COMPANY shall establish a reasonable procedure for customers to assure the destruction or return of copies of replaced Product; and

(c) COMPANY's royalty report shall state the number of copies of each upgrade release shipped to customers during such calendar quarter.

In the event MS establishes a Zero Dollar (US\$0.00) upgrade release royalty rate and COMPANY elects, subject to the above conditions, to take advantage of such rate, then COMPANY shall offer such upgrade release to its customers for no more than COMPANY's reasonable costs of materials, manufacture, postage and handling.

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

04/25/91 3311M

EXHIBIT M1

AST'S CUSTOMER SYSTEMS

For purposes of this Agreement, AST's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

All AST's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets:

8086/8088

80286

80386SX

80386

80486

In the event AST ships a Customer System with multiple CPUs, AST shall pay and report to MS a single royalty for such Customer System.

EXHIBIT M2

AST'S CUSTOMER SYSTEMS

For purposes of this Agreement, AST's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

AST Bravo 386SX, 16 Mhz, 40 MB, Model 45V

AST Premium II 486SX/20, 20 Mhz, 80 MB, Model 83B

AST Bravo 486/25, 25 Mhz, 80 MB, Model 83B

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

EXHIBIT R

Royalty Report for _____ [AST]
 Reporting Period: _____, 19__ to _____, 19__

Microsoft Contract # _____

PER-SYSTEM PRODUCT	A	B	C (= A x B)
Product Name and Version		Greater of the	
Product ID	CPU	Number of	
Language	Type	Systems or	Royalty
		Copies Shipped	Due
System 1: _____	\$ _____	_____	\$ _____
System 2: _____	\$ _____	_____	\$ _____
System 3: _____	\$ _____	_____	\$ _____
Additional copies	\$ _____	_____	\$ _____
Upgrades			
System 1: _____	\$ _____	_____	\$ _____
System 2: _____	\$ _____	_____	\$ _____
System 3: _____	\$ _____	_____	\$ _____

PER-COPY PRODUCT	A	B	C (= A x B)
Product Name and Version			
Product ID	Per Copy	Copies	Royalty
Language	Royalty	Shipped	Due
	\$ _____	_____	\$ _____

Other: (Describe)	Per Copy Royalty	Copies Shipped	Royalty Due
	\$ _____	_____	\$ _____

Total Royalty Reported: \$ _____

Total Payment Enclosed: \$ _____

If this is your initial royalty report, please indicate date of first Product shipment for revenue.

Report Completed by: _____ (Signature)

_____ (Print)

_____ (Date)

Telephone Number: () _____

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

EXHIBIT S1
SOURCE CODE

MS and COMPANY have entered into a License Agreement (the "Agreement") dated January 1, 1991, identified by Microsoft Contract #1589-1057. Upon execution by both parties, this Exhibit S is deemed part of the Agreement.

S1. LICENSE GRANT FOR SOURCE CODE

(a) MS grants to COMPANY a nonexclusive, personal, nontransferable, nonassignable license during the term of the Agreement to use and modify the source codes of the Products ("Source Code") described in the Exhibits listed in Section S2 below solely for the purpose of performing the adaptation work described in Section 2(a)(i) of the Agreement or to correct errors in the Product. The license granted hereunder is solely for COMPANY's internal use and COMPANY shall at all times strictly comply with the provisions of Sections 13 and S1(d) of this Agreement.

(b) The license granted hereunder shall extend to the Source Code for any new releases to each Product as are supplied by MS and accepted by COMPANY. Source Code for new Update Releases shall be provided free of charge. Source Code for new Version Releases shall be provided upon payment of a version charge. Source Code for new Product Releases shall not be available under the Agreement.

(c) COMPANY hereby conveys to MS all right, title and interest to any modifications made to the Source Code by COMPANY. MS grants to COMPANY non-exclusive marketing and distribution rights to the object code version of any modifications made to the Source Code by COMPANY; provided, however, that COMPANY's marketing and distribution rights shall be limited in that such modifications shall only be marketed and distributed as part of the Product on whose Source Code the modification was based. COMPANY agrees that MS is not granting marketing or distribution rights to either (i) Source Code as supplied to COMPANY by MS, or (ii) modifications made to the Source Code by COMPANY.

(d) Notwithstanding anything to the contrary contained herein, COMPANY shall not reproduce, duplicate, copy or otherwise disclose, distribute or disseminate Source Code (code or listing) in any media except for COMPANY's own internal use by COMPANY's full-time employees on a need-to-know basis on COMPANY premises. However, COMPANY may disclose Source Code to a third party who has signed a nondisclosure agreement if MS approves such disclosure in writing or fails to object to such disclosure within thirty (30) days after MS' receipt of the signed nondisclosure agreement. The nondisclosure agreement shall be in a form approved in writing by MS. COMPANY agrees to indemnify MS for any damages MS may suffer as a result of the failure of COMPANY or any recipient of Source Code from COMPANY to abide by the terms of its nondisclosure agreement. COMPANY's obligations hereunder with respect to Source Code shall survive termination of the Agreement.

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EXHIBIT S1
(Continued)

(e) Notwithstanding anything to the contrary, the Source Code license described herein shall not be assignable by contract or by operation of law. An assignment shall be deemed to include without limitation a merger of COMPANY with another party, whether or not COMPANY is the surviving entity, or the acquisition or more than twenty percent (20%) of any class of COMPANY's voting stock by another party, or the sale of more than fifty percent (50%) of COMPANY's assets. In the event of an assignment or attempted assignment, the Source Code license shall terminate and all Source Code and related materials shall be returned to MS within ten (10) days. COMPANY shall provide a declaration signed by an officer of COMPANY attesting that all copies of Source Code and related materials have been returned to MS.

S2. PRICE AND PAYMENT FOR PRODUCT(S) SOURCE CODE

(a) Upon signing this Exhibit S, COMPANY agrees to pay MS the following amounts, which are exclusive of any federal, state, municipal or other governmental tax. The Source Code payment(s) set forth below is refundable pursuant to Section 4(b) of the Agreement, except that COMPANY shall receive fifty percent (50%) of the amounts paid upon signing this Exhibit. Source Code payments are not recoupable against royalties.

<u>PRODUCT(S) SOURCE CODE</u> <u>For Product identified in:</u>	<u>Payment</u>	<u>Version Charge</u>
MS DOS 5.0 Display and Keyboard Source Code	US\$5,000.00	US\$2,500.00
MS DOS 5.0 Kernel	US\$25,000.00	US\$12,500.00
MS DOS 5.0 Extended Memory	US\$8,000.00	US\$4,000.00
MS DOS 5.0 Shell	US\$50,000.00	US\$25,000.00
MS DOS/V Driver Source Code	US\$10,000.00	US\$5,000.00
Total Payment(s):	US\$0.00	
Total Version Charge(s):	US\$0.00	
Total US\$ Due on Signing:	US\$0.00	

AST has the option to order MS DOS 5.0's Kernel, Extended Memory, Shell, Display and Keyboard, or MS DOS/V Driver source code at a later date by submitting a net 30 purchase order.

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MICROSOFT CORPORATION

AST RESEARCH INC.

Michael R. Hallman
By

[Signature]
By

Michael R. Hallman
Name (Print)

Mr. Safi Qureshey
Name (Print)

President
Title

President & CEO
Title

4/28/91
Date

Date

Exhibit to the License Agreement dated January 1, 1991, between MICROSOFT CORPORATION and AST RESEARCH INC.

SUMMARY SHEET

for
A DOS 5.0 & 6.0, WINDOWS 3.X and OS/2 1.X & 2.0 LICENSE AGREEMENT
BETWEEN AST Research AND MICROSOFT Corporation
DATED January 1, 1991 CONTRACT NO. 1589-1057

DATE: April 13, 1991

ACCOUNT MANAGER: Jeff Daniels

DATE OF LICENSE: January 1, 1991

MS PRODUCT(S) LICENSED: MS DOS 5.X & 6.X, WINDOWS 3.X and OS/2 1.X & 2.0.

CUSTOMER SUMMARY:

AST Research Inc. has been in the microcomputer industry for 10 years. During this time, AST has successfully evolved from a small enhancement board manufacturer to a well-respected, full-line computer manufacturer. AST introduced their first computer, the Premium/286, in 1986 when their memory enhancement boards dominated this market. AST has moved away from the enhancement board business and now focuses on their higher margined 386 and i486 computer system PC products. AST's tenth fiscal year ended in June 1990. AST reported \$533.8M in sales revenues. Their gross margins rose to 32.5% in fiscal year 1990 from 24.6% in the prior year. Their international sales revenue increased 64 percent over the prior fiscal year and totaled \$191M. Today, AST works closely with MS, SCO, Novell and Intel. They "partner" with SCO and Novell in the VAR channel. They are Intel's fifth largest OEM account which allows them to continue aggressively positioning themselves by matching the top tier's PC performance with a second tier price. AST looks forward to working with Microsoft.

LICENSE OVERVIEW:

This is a three year MS-DOS per processor license with a \$16 royalty and 250K unit annual minimum commitment. This license also contains a two year Windows per system agreement with a \$16 royalty and 125K unit annual minimum commitment. AST has a Windows 3.X third year option (Exhibit B1) with the same royalty rate and unit commitment. The DOS/Windows annual commitments (\$5.5M, \$6M, and \$4.5M or \$6M) are combined as a single minimum commitment covering both products.

SUMMARY OF CHANGES:

Section 1. (b): The Customer Systems definition was divided to include two categories of hardware: AST Customer Systems and OEM Customer Systems. OEM Customer Systems are defined as those which AST sells to OEM Customers who already have per system MS-DOS license agreement with MS. This section clarifies what these two categories mean and these definitions are used for royalty calculations in other sections in this license.

Section 1 (f): Version release fees are capped at \$15K.

Section 2 (a) (iii): This language was added to clarify that AST is selling their products to resellers who sell directly to end users and that their resellers consist of these five different distribution channels: "license the product in object code form to end users through it's resellers (Distributors, VADS, VARs, Dealers and OEMs) under the terms of AST's end user license agreement."

Section 3 (a): Exhibit B1 is included in the second line of this section.

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Section 3 (d): This section describes the business terms of AST option to continue licensing Windows 3.0 during the third term of this license agreement. This section reads:

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AST reserves the right to continue AST's Windows promotion in the Third Period of this Agreement. AST agrees to indicate in writing AST's intent to continue the Windows promotion sixty (60) days before the end of the Second Period. Upon receipt of this written notice Exhibit B's Third Period Minimum Commitment schedule will be replaced with Exhibit B1's Third Period Minimum Commitment schedule. If MS does not receive this notification then Exhibit B's Third Period payment will remain in effect.

Section 4(a) (b) (c) : Thirty (30) days acceptance terms were changed to sixty (60) days in these sections.

Section 4(f): This section was added to clarify that AST has already accepted these products. Section 4(f) reads: MS-DOS 3.3, MS-DOS 4.01 OS/2 1.21 and Windows 3.0 are deemed accepted upon signature of this license agreement.

Section 5 (a) (i) includes US patent protection for all products licensed in this agreement.

Section 5(d): AST requested that Switzerland be listed separately and to include Taiwan, Korea, Singapore and Mexico for Infringement Claim protection.

Section 6(a): AST's resellers are defined as VARs, Distributors, OEMs, and Dealers.

Section 9: The term of this agreement has been changed from two (2) to three (3) years.

Section 11(a) : One copy was changed to fifty copies.

Section 14(b): Material discrepancies was changed from lesser of Ten Thousand Dollars (US\$10,000) to Twenty Thousand Dollars (US\$20,000.00).

Page 13, Section 18's Royalty Reporting lists the important factors in receiving a royalty report. This Section reads:

(a) AST agrees to make quarterly royalty reports and payments to MS within thirty (30) days after the end of each quarter.

(b) AST agrees to indicate the number of "AST Customer Systems" sold in each quarterly royalty report. These reports will clearly indicate the total number of each micro processors sold within "AST's Customer Systems".

(c) AST agrees to indicate the number of "OEM Customer Systems" sold in each quarterly royalty report. These reports will clearly indicate the total number of each micro processor sold within "OEM's Customer Systems".

(d) AST agrees to report each foreign language version separately in the same thirty (30) day timely manner.

Section 19(g): Was added to clarify that the previous license and all amendments which extended past it's December 31, 1990 expiration date have expired. This Section reads: Provided this Agreement has been properly executed on behalf of AST by its duly authorized representative and accepted by MS at its Redmond, Washington office, it shall mutually terminate AST's Microsoft Software License #1589-7335 (with a January 1, 1988 "Effective Date").

Page 21's Exhibit B1 was added and becomes effective under the terms of 3(d).

Page 22's Exhibit C1 includes MS-DOS 6.0, MS-ROM-DOS 5.0, MS-DOS V drivers, and all forecasted foreign language versions of MS-DOS 5.0.

Page 22's Royalty Reporting and Reporting Requirements Section (a) includes the following language which may allow AST not to pay royalties for OEM Customer Systems if MS is already receiving payment from their OEM customer. This language is in (a) (i) and (d). Section (a) (i) reads: "the number of full or partial Customer System(s) shipped or placed in use by or for AST during the term of this Agreement, excluding OEM Customer

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Systems that are shipped to current "Per System" licensees of MS-DOS as verified by MS in writing pursuant to Section (d) below".

Page 23's Section (c) was added to restate that only one copy of the product may be sold with the customer system.

Section (d) says that AST may be excluded from paying royalties to MS for Customer Systems shipped to AST's OEMs. If AST's OEM Customer has a per system license with MS, then MS will exclude AST from paying royalties for these systems.

Section (e) AST may upgrade their MS-DOS end user customers to MS-DOS 5.0 directly. AST must sell these upgrades directly and can not use their normal reseller channel (distributors, VADs, VARs, and other resellers).

Section (f) defines an eighty cent (\$.80) royalty rate for all MS-DOS/V drivers AST distributed to AST end users.

Section (g) states that if DOS/V product specifications are not available to MS than acceptance of the DOS/V drivers will not be based upon conformance to product specifications as described in Section 4.

Page 24's Royalties for MS-DOS 6.0 Section allows MS to increase AST's royalty no more than Eighteen Dollars and Forty Cents (US\$18.40).

Page 25's Windows 3.0 Royalty Payments and Reporting Requirements Section has the same OEM Customer System language that the MS-DOS's Royalty and Reporting Requirements Section has on page 22.

Page 26's Section (e), Section (f), and Section (h) define our Windows 3.0 per system terms. These three sections defines our system definition as the (system name, CPU, Mhz, hard disk size, and model number), if AST agrees to install Windows on each system's hard disk, and any system sold with the identical hardware configuration listed in Exhibit M2 and a monitor is subject to our royalty calculation.

These sections read: (e) AST reserves the right to add Customer Systems configurations (system name, CPU, Mhz, hard disk size, and model number) to Exhibit M2 during the calendar quarters referenced in Exhibit B and B1. AST may add these Customer System configurations to Exhibit M2 by giving thirty (30) days notice. AST shall include the date each Customer System configuration is added and report the total number of these Customer System configurations which were sold during the quarter. AST agrees to pay the applicable royalty multiplied by the total number of each of these Customer Systems sold.

(f) AST agrees to pre-install this Exhibit's Product on the hard disk of each Customer System. This pre-installment does not apply to Upgrades.

(h) AST agrees that computer system units with a hardware configuration (system name, CPU, Mhz, hard disk size, and monitor) identical to that of any Customer Systems in Exhibit M2 shall be deemed to be units of such Customer Systems under this Agreement as long as AST is contemporaneously shipping Customer Systems as described in Exhibit M2.

Section (g) states that AST may upgrade their Windows 3.XX end users directly. AST may not upgrade these end users using their reseller channel.

Section (i) states that AST may add new Customer Systems which don't conform to Section (e)'s system definition if they add significant value to Windows and if AST sells this Customer System directly to the end user. MS retains the right to determine is significant value is added to by offering Windows with AST's proposed systems.

Page 33, last sentence: AST has the option to order MS-DOS 5.0's kernel, extended memory, shell, display and keyboard, or MS DOS/V Driver source code at a later date by submitting a NET 30 purchase order.

1) JEFF DANIELS - Account Manager

X Jeff Daniels 4/13/91
date

2) GROUP ASSISTANT

X Gwen Heston 4/15/91
date

3) NELL MILLER - Finance

X Nell Miller 4/20/91
date

4) PETER MILLER - Legal

X Peter Miller 4/29/91
date

5) MARK CHESTNUT - Group Sales Manager

X Mark Chestnut 4/16/91
date

6) RICHARD FADE - Director of US OEM Sales

X Richard Fade 4/29/91
date

7) MICHAEL R. HALLMAN - President

X Michael R. Hallman
date