

## MICROSOFT LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEM PRODUCTS

#511170057 dated December 1, 1997

with ACER INCORPORATED, a corporation of Taiwan

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

### I. INCORPORATION OF BUSINESS TERMS DOCUMENT.

This License Agreement hereby incorporates by reference all of the terms of the Microsoft General OEM Business Terms Document dated December 1, 1997, Number 511170003 as may be amended from time to time during the term of this License Agreement by agreement of the parties ("Business Terms Document"). In the event the above-referenced Business Terms Document has not been executed by the parties as of the date of MS' execution of this License Agreement, this License Agreement shall be considered void. In the event of any inconsistencies between this License Agreement and the Business Terms Document, the terms of this License Agreement shall control.

### II. LICENSE GRANT.

(a) Subject to limitations in, and COMPANY's compliance with, this License Agreement, including the Business Terms Document incorporated herein and the attached Exhibits, MS grants to COMPANY a non-exclusive, limited license to:

- (i) install one (1) copy of Preinstalled Product Software; and
- (ii) distribute inside the Customer System package:
  - (A) one (1) copy of Preinstalled Product Software;
  - (B) one (1) copy of Product software on external media (i.e., diskette or CD-ROM) as acquired from Authorized Replicator; and
  - (C) one (1) copy of Product end user documentation as acquired from Authorized Replicator.

(b) COMPANY's license shall extend to new Supplements, Update Releases, and Version Releases following the release listed in Exhibit C.

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

(d) COMPANY may grant to COMPANY Subsidiaries the limited rights granted to COMPANY in (a) and (b) of this License Grant Section as well as any rights MS may grant to COMPANY for Products licensed herein under a Supplement Addendum during the term hereof, subject to all the terms and conditions set forth in this License Agreement.

(e) (i) COMPANY's license to distribute the Product(s) is limited to distribution only with those Customer System(s) described on Exhibit(s) C for the particular Product(s) and only inside the Customer System package.

(ii) COMPANY shall comply with (A) the additional provisions, if any, provided in Exhibit(s) C with respect to Product(s); and (B) marketing or advertising guidelines provided with the Product Deliverables or otherwise provided in writing by MS.

(iii) COMPANY shall not modify or delete any part of the Product software in any manner, except as expressly permitted in the applicable Exhibit C.

(iv) COMPANY may supplement but shall not modify or translate Product end user documentation. COMPANY shall not remove or modify the package contents of Product or AFM.

(f) (i) COMPANY shall include APM with Product software distributed by COMPANY.

(ii) COMPANY must distribute one (1) copy of such Product end user documentation as may be required by MS with and inside the package of each Customer System distributed with Product software and/or hardware.

(g) All distribution and use of the Product is by license only. MS does not authorize all or any portion of the Product to be "issued to the public", "put into circulation", or subject to a "first sale" as the copyright laws may use those (or similar) terms. COMPANY's license to distribute the Product is limited to distribution of the Product by COMPANY to end users for use pursuant to the EULA.

(h) MS reserves all rights not expressly granted in the License Agreement(s) including, without limitation, modification rights, translation rights, rental rights, and rights to source code. MS expressly reserves its exclusive right under applicable copyright, patent, and trademark laws to distribute copies of Product by any means. Without limitation, MS does not authorize COMPANY, and MS reserves its exclusive right, to distribute the Product separately from Customer Systems; any such unauthorized distribution by COMPANY shall constitute a violation of the License Agreement and MS' distribution right under applicable law. COMPANY acknowledges that MS (and/or its suppliers, if applicable) shall retain all copyright, patent, moral, trademark, title and other proprietary and intellectual property in the Product software, Product Deliverables and components thereof, in whole or in part in any form.

### III. ADDITIONAL PAYMENT TERMS.

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

### IV. LICENSE TERM.

The term of this License Agreement shall run from the License Effective Date until one (1) year from the end of the calendar month in which the License Effective Date occurs.

### V. ENTIRE AGREEMENT.

This License Agreement does not constitute an offer by MS, and it shall not be effective until signed by both parties. Upon execution by both parties, this License Agreement together with the Business Terms Document as incorporated herein shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

CONFIDENTIAL

Plaintiff's Exhibit

6253

Comes V. Microsoft

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
v. Comes, J.C.P.P. No. 496, CA  
Superior Court, San Francisco

AAC 002219  
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ACER 000783

**VI. EXHIBITS.**

The following Exhibits are part of this License Agreement:

Exhibit C1 - Windows Desktop Family  
Attachment to Exhibit C1 - Discounts Earned Pursuant to  
Market Development Agreement  
Exhibit C2 - Desktop Operating System  
Attachment to Exhibit(s) C - Windows 95/Windows 3.X  
Recovery CD Option  
Attachment to Exhibit(s) C - Dual Installation Option  
Attachment to Exhibit(s) C - Windows NTW Recovery CD  
Exhibit C3 - Additional Systems Products  
Exhibit D - Brand Names and Trademarks  
Exhibit N2 - Additional Addresses

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

**VII. COMPANY SUBSIDIARIES.**

Notwithstanding any provision in the Business Terms Document or this License Agreement to the contrary, the rights of the following COMPANY Subsidiaries shall terminate as of the earlier of (i) the date the Agreement expires or is terminated, or (ii) February 28, 1998 unless otherwise extended by MS. In the event MS does not extend COMPANY Subsidiary's authorization to exercise rights under this License Agreement beyond February 28, 1998, MS will engage in good faith negotiations to enter into an OEM license agreement with the appropriate "Regional Business Unit" for the same Products licensed by COMPANY as under this License Agreement, the performance of which MS may require to be guaranteed by COMPANY. If the OEM license agreement is not concluded by February 28, 1998, MS shall extend COMPANY Subsidiary's authorization to exercise rights under this License Agreement to

the extent reasonably necessary to conclude negotiation and documentation for such OEM license agreement, but not to exceed one month. The parties shall agree to revise the Business Terms Document accordingly.

**Acer Computer International Ltd. (RBU)**

- Acer Africa (Pty) Ltd.
- Acer CIS Incorporated
- Acer Computer (Far East) Ltd.
- Acer Computer (M.E.) Ltd.
- Acer Computer (Singapore) Pte Ltd.
- Acer Computer International CIS
- Acer Computer New Zealand Ltd.
- Acer Computers Australia Pty. Ltd.
- Acer Global Incorporated
- Acer Japan Corporation
- Acer Korea Co., Ltd.
- Acer Sales & Service Sdn Bhd

**Acer Computer Latino America S.A. DE (RBU)**

- ACBr do Brasil Ltda.
- Acer Argentina
- Acer Computers Colombia
- Acer de Venezuela
- Acer Latin America, Inc.
- Acer Peru S.A.
- Cinter Importaciones S.A.

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PROTECTIVE ORDER Microsoft  
I-V Cases, J.C.P.P. No. 405, CA  
Superior Court, San Francisco

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICP CORPORATION and ACER INCORPORATED

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**NOTICE:**

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

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

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

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

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

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

MICROSOFT CORPORATION

ACER INCORPORATED

By (Signature)

By (Signature)

Name (Print)

Simon Lin

Title

Name (Print)

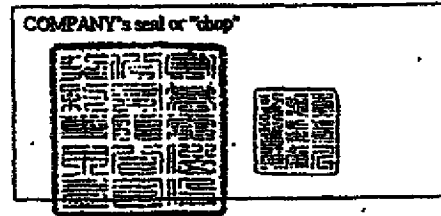
President & CEO, IPG

Date

Title

December 4, 1997

Date



**NOTICE:**

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

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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**EXHIBIT C1**  
**WINDOWS DESKTOP FAMILY**

**PRODUCT TABLES**

| Product Name And Version*                                                                                             | Language Versions**                                                                                                | Applicable Additional Provisions                     | Royalty***                                                                       | Basis (e.g., Per Copy or Per System) | Estimated Monthly Volume | Billing Type**** |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------|--------------------------|------------------|
| Microsoft® Windows® Desktop Family                                                                                    |                                                                                                                    | (17), (54), (99)                                     | US\$69.00                                                                        | Per System                           | 100000                   |                  |
| Microsoft® MS-DOS® Version 6.22 with Enhanced Tools-Version 1.02, and Microsoft® Windows® for Workgroups Version 3.11 | AR, CA, CS, DA, DE, EL, EN, ES, FL, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XT, XZ, YL, ZH | (20), (21), (24), (25), (26), (30), (31), (32)       | Royalty Specified for Windows Desktop Family Above                               |                                      |                          | Type II          |
| Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version)                                                | AR, CS, DA, DE, EL, EN, ES, FL, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XT, XZ, YL, ZH     | (18), (20), (21), (27), (28), (29), (30), (31), (99) | US\$65.00 In Addition to the Royalty Specified for Windows Desktop Family Above  |                                      |                          | Type II          |
| Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) (China English)                                | EN                                                                                                                 | (20), (21), (27), (28), (29), (30), (31), (99)       | US\$65.00 In Addition to the Royalty Specified for Windows Desktop Family Above  |                                      |                          | Type II          |
| Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) with Hebrew Language Support                   | EN                                                                                                                 | (18), (20), (21), (27), (28), (29), (30), (31), (99) | US\$65.00 In Addition to the Royalty Specified for Windows Desktop Family Above  |                                      |                          | Type II          |
| Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version)                                                | AR, CS, DA, DE, EL, EN, ES, FL, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XT, XZ, YL, ZH     | (18), (20), (21), (27), (28), (29), (30), (31), (99) | US\$301.50 In Addition to the Royalty Specified for Windows Desktop Family Above |                                      |                          | Type II          |

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Microsoft OEM License Agreement for Desktop Operating System Products, E511170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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17 Cases, J.L.P.P No. 408, CA  
Superior Court, San Francisco

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|                                                                                                     |                                                                                                                                            |                                                                  |                                                                                     |  |  |         |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|--|---------|
| Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version) with Hebrew Language Support | EN                                                                                                                                         | (18), (20), (21), (27), (28), (29), (30), (31), (99)             | US\$301.50<br>In Addition to the Royalty Specified for Windows Desktop Family Above |  |  | Type II |
| Microsoft® Windows NT® Workstation Version 5.0 (1-2 Processor Version)                              | CS, DA, DE, EL, EN, ES, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SV, TR, XT, ZH                                                     | (18), (20), (21), (27), (28), (29), (30), (31), (32), (99)       | US\$65.00<br>In Addition to the Royalty Specified for Windows Desktop Family Above  |  |  | Type I  |
| Microsoft® Windows NT® Workstation Version 5.0 (1-4 Processor Version)                              | AR, CS, DA, DE, EL, EN, ES, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SV, TR, XC, XT, ZH                                             | (18), (20), (21), (27), (28), (29), (30), (31), (32), (99)       | US\$301.50<br>In Addition to the Royalty Specified for Windows Desktop Family Above |  |  | Type I  |
| Microsoft® Windows® 95                                                                              | AR, CA, CS, DA, DE, EL, EN, ES, EU, FA, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SK, SL, SV, TH, TR, VI, XA, XC, XD, XT, XZ, YL, ZH | (18), (19), (20), (21), (22), (26), (30), (31), (32), (99)       | Royalty Specified for Windows Desktop Family Above                                  |  |  | Type II |
| Microsoft® Windows® 98                                                                              | AR, CS, DA, DE, EL, EN, ES, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SK, SL, SV, TR, XC, XT, ZH, ZY                                 | (18), (19), (20), (21), (23), (26), (30), (31), (32), (99), (99) | Royalty Specified for Windows Desktop Family Above                                  |  |  | Type I  |

| Product Name and Version*                                        | Language Versions**                                                                                                | Applicable Additional Provisions                     | Royalty*** | Basis (e.g. per copy or per system) | Estimated Monthly Volume | Billing Type**** |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------|-------------------------------------|--------------------------|------------------|
| Microsoft® MS-DOS® Version 6.22 with Enhanced Tools Version 1.02 | AR, CA, DA, DE, EL, EN, ES, E<br><br>U, FI, FR, IT, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XD, XZ, YL, ZH | (20), (21), (22), (23), (25), (26), (30), (52), (99) | US\$20.00  | Per System                          | 30000                    | Type II          |

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

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Microsoft OEM License Agreement for Desktop Operating System Products, #511170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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

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

A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table of this Exhibit C.

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

#### INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US\$0.00), and shall be paid in accordance with Section 3(b) of the Business Terms Document, as incorporated by reference into the License Agreement.

#### ADDITIONAL PROVISIONS KEY

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

(17) If COMPANY is licensed for the Windows Desktop Family, COMPANY may distribute not more than one (1) of the listed Product combinations or Products (e.g., Microsoft MS-DOS with Enhanced Tools and Windows for Workgroups, or Windows 95, or Windows NT Workstation Version 4 (1-2 Processor Version), or Windows NT Workstation Version 5 (1-4 Processor Version), etc.) with each licensed Customer System. COMPANY's report shall separately indicate the quantity of each such Product or combination that COMPANY distributes.

(18) (a) COMPANY is not licensed to, and agrees that it will not, modify, in any way, or delete any aspect of the Product software (including, without limitation, any features, shortcuts, icons, Active Desktop components (as described in the OPK), "wizards", folders (including sub-folders) or programs of Product software) as delivered in the Product Deliverables, except if and as specifically permitted below or in the OPK, User's Guide ("OPK") provided in the Product Deliverables. In particular, and without limitation, this means that COMPANY is not licensed to and agrees that it will not:

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

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

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

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

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

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

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

(ii) In order to perform the customizations provided in the OPK, MS shall provide COMPANY with an Internet Explorer Administration Kit ("IEAK") or other kit. MS grants to COMPANY a nonexclusive, limited worldwide, royalty-free license during the term of the License

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170037-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED.

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
141 Cases, J.C.P.P. No. 488, CA  
Superior Court, San Francisco

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Agreement to use the IEAK to customize the Preinstalled Product Software provided that COMPANY shall use the IEAK specific to such release of Product and solely in accordance with the instructions in the OPK. In the event that the capabilities and/or instructions of the IEAK are in conflict the customizations authorized in the OPK (e.g. the IEAK provides different customization capabilities than those authorized in the OPK), the instructions in the OPK shall take precedence.

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

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

(21) The royalty rate(s) specified above require pre-installation of the Product as the "default" operating system on each Customer System distributed with the Product (i.e., the Product will set up and execute unless the user configures the Customer System otherwise). COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "OPK User's Guide" included in the preinstallation kit portion of the Product Deliverables ("OPK"). COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK User's Guide and for no other purpose. Other than as specified in the OPK User's Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance.

(22) Notwithstanding anything to the contrary in Section 3 of the Business Terms Document with respect to this Product, the following shall apply:

(a) If in any three (3) calendar months (whether or not consecutive), COMPANY's reported shipments of the applicable Customer Systems licensed for Windows Desktop Family (if licensed on a per system basis) or units of Windows Desktop Family (if licensed on a per copy basis) are twenty percent (20%) or more below COMPANY's estimated monthly volume specified for such basis (i.e., per copy or per system) for the Windows Desktop Family in the Product table above, COMPANY and MS shall negotiate an increase in the royalty rate(s) for all Product(s) licensed under this Exhibit C on such basis to reflect COMPANY's lower shipment volumes. If, for any reason, MS and COMPANY are unable to agree upon new royalty rate(s) within thirty (30) days after the date COMPANY's royalty report is due for the third such low-volume month, COMPANY's royalty rate(s) for each of the Products licensed under this Exhibit C on such basis shall increase by twenty percent (20%). Such increased royalty rate(s) shall be in effect for the remainder of the term of the License Agreement commencing with the calendar month following the third low-volume month. Provided, however, that if COMPANY's reported monthly volume for such basis of Windows Desktop Family returns to or exceeds the original estimated monthly volume for any three (3) consecutive months thereafter, COMPANY's royalty rate(s) for all Product(s) licensed under this Exhibit C on such basis shall be restored to the rate(s) specified in the Product table above commencing with the monthly reporting period following such three consecutive months.

(b) Shipments of (i) Windows for Workgroups, MS-DOS with Enhanced Tools, MS-DOS, and Enhanced Tools licensed hereunder on an individual Product basis, or (ii) of Customer Systems licensed solely for such Products on an individual Product basis, shall not be included in the calculation of COMPANY's shipments for purposes of determining the Estimated Monthly Volume(s) for Windows Desktop Family Products in the Product table above. Accordingly, shipment of such Products and Customer Systems shall not be included in the calculation of shipments necessary to maintain the current royalty rate(s) in accordance with Additional Provision (22)(a) above.

(c) If the same Customer System is licensed on a per system basis for both the Windows Desktop Family and for individual operating system Product(s) (e.g., Windows for Workgroups, or MS-DOS) in this Exhibit C, COMPANY shall be relieved of its obligation to pay the royalty for the individual operating system Product(s) provided that (i) COMPANY does not ship both the individual operating system Product(s) and the Windows Desktop Family with such Customer System; and (ii) COMPANY reports and pays MS the royalty due for the Windows Desktop Family.

(23) Provided a "per copy" royalty rate is listed for the Product in the table above, if COMPANY distributes this Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of the License Agreement, including the Business Terms Document as incorporated therein, with respect to any such distribution of Product.

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

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-1 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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PROTECTIVE ORDER Microsoft  
17 Caspers, J.C.P.P. No. 408, CA  
Superior Court, San Francisco

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(26) (a) Notwithstanding anything to the contrary Section II of the License Agreement and in Sections 2 and 6 of the Business Terms Document, COMPANY may install one or more language versions (listed in the Language Version box above) of Product software with each applicable Customer System provided that COMPANY complies with the following restrictions:

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

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

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

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

(b) COMPANY hereby indemnifies MS and its suppliers from and against all damages, costs and attorneys' fees arising from claims or demands resulting from COMPANY's distribution of multiple language versions including, without limitation, claims that the end-user is entitled to use more than one language version of the Product or that advertisements, Customer System packaging, or other representations made by or for COMPANY are false and/or misleading.

(c) COMPANY's report shall separately indicate the number of Customer Systems distributed with each combination of language version of Product.

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

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

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

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

(b) COMPANY shall include a full copy of the USB directory, support directory (except supporttool, supporttool and supporttool subdirectories), and drivers directory contained in the OPK on the hard disk drive of each Customer System distributed with the Product.

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

(30) The Default Charge for this Product as described in Section 3(c)(vi) of the Business Terms Document shall be thirty percent (30%) of the highest royalty rate for the Product listed in the Product table above.

(31) COMPANY may not distribute more than one Windows operating system (e.g., Windows for Workgroups, Windows 95, Windows 98, or Windows NT Workstation) with the same Customer System.

(32) COMPANY agrees that MS may, in its sole discretion, change the Billing Type for this Product to Type II upon prior written notice to COMPANY.

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

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

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

(54) If COMPANY distributes this Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of the License Agreement, including the Business Terms Document as incorporated therein, with respect to any such distribution of Product. If no per copy royalty is listed for the Product in the Product table above, the royalty rate for such distribution of

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Product shall be Seventy-six Dollars (US\$76.00) per copy, plus for units of Windows NT Workstation, the additional royalty, listed in the Product table for such version.

(55) (a) If Customer System(s) licensed for Windows 95 are also licensed on a per system basis for Windows 3.0x, Windows for Workgroups 3.0x, and/or MS-DOS, then COMPANY agrees to pay MS the royalty for Windows 95 for such Customer Systems and shall be relieved of its obligation to pay MS the associated Windows, Windows for Workgroups and/or MS-DOS royalties, as applicable, for such Customer System(s), provided COMPANY complies with subsection (d) of this Additional Provision (55).

(b) If Customer System(s) licensed for Windows NT Workstation are also licensed on a per system basis for Windows 95, Windows 3.0x, Windows for Workgroups 3.0x, and/or MS-DOS, then COMPANY agrees to pay MS the royalty for Windows NT Workstation for such Customer Systems and shall be relieved of its obligation to pay MS the Windows 95, Windows, Windows for Workgroups and/or MS-DOS royalties, as applicable, for such Customer System(s), provided COMPANY complies with subsection (d) of this Additional Provision (55).

(c) If the same Customer System is licensed on a per system basis for both Windows and Windows for Workgroups, but is not licensed for Windows 95 or Windows NT Workstation on a per system basis, COMPANY shall be relieved of its obligation to pay the royalty for Windows provided COMPANY complies with subsection (d) of this Additional Provision (55).

(d) COMPANY may not (i) distribute both Windows 95 and any other MS operating system Product with the same Customer System, (ii) distribute both Windows NT Workstation and any other MS operating system Product with the same Customer System, or (iii) distribute both Windows and Windows for Workgroups with the same Customer System.

(99) (a) The following provisions shall apply to all Products listed in this Exhibit C:

(1) The royalty rate(s) specified above require pre-installation of the Product. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.

(2) Notwithstanding anything to the contrary contained in Section 2, COMPANY must distribute Product documentation with each Customer System distributed with Product software. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.

(3) Except for accurate informational references to and descriptions of the Product(s), and accurate reproductions or depictions of the Product(s) front packaging, MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, advertising and promotional use.

(4) Unless otherwise indicated in this subsection, COMPANY may distribute Product(s) only within the geographical boundaries of the country in which COMPANY is located as indicated by COMPANY's Notices address in Exhibit N. Notwithstanding anything to the contrary in this subsection, if COMPANY is located in Canada or the U.S.A. as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the United States and Canada, and if COMPANY is located in a member country of the European Union or the European Free Trade Association as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the member countries of the European Union and the European Free Trade Association.

(5) If MS provides COMPANY with a marketing materials kit for Product ("Marketing Materials Kit"), then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

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

(B) COMPANY's promotion of Product(s) shall be restricted to the guidelines provided in Marketing Materials Kit and subsection (a)(3) above;

(C) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; and

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

(6) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:

(A) With respect to advertising that includes those Customer Systems distributed with Product(s), COMPANY shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral; and

(B) Upon request by MS, COMPANY shall provide MS, or MS' designee, with the names of the end-user customers registering Customer Systems distributed with Product(s) in order that MS, or MS' designee, may send mailings to such customers or perform market research. COMPANY shall take all steps necessary to ensure that COMPANY's provision of such information to MS will comply with all applicable national data protection laws.

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**CUSTOMER SYSTEMS**

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

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

In the event that COMPANY designates models by model line or series in this Exhibit C, then COMPANY may elect to include as Customer System(s) new models in the model line or series by including any such new model(s) on its royalty report for the reporting period in which each such new model is first distributed with the Product. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model designated on a royalty report shall be licensed for the remainder of the term of the License Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series and shall bear the applicable royalty set forth in this Exhibit C. Any new model in the model line or series which is not included in a royalty report as a licensed Customer System (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

**Product Number Key:**

| Item # | Legal Name                                                       |
|--------|------------------------------------------------------------------|
| 1645   | Microsoft® MS-DOS® Version 6.22 with Enhanced Tools Version 1.02 |
| 2076   | Microsoft® Windows® Desktop Family                               |

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

**CUSTOMER SYSTEM TABLE**

| Model Name/Model Number | Processor            | 1643 | 2076 |  |  |  |  |  |  |
|-------------------------|----------------------|------|------|--|--|--|--|--|--|
| 1-AcerPower Series      | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Acer 1290             | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Acer Aspire Series    | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-AcerAltos Series      | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-AcerExtra Series      | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-AcerNote Series       | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 400 Series    | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 50 Series     | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 600 Series    | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 600CD Series  | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 605CD         | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 650CD         | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 650CDT        | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 655CD         | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 660CD         | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 680CDT        | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-Extensa 8XX           | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-TM4000E Series        | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-TM4000M Series        | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |
| 1-TM5000 Series         | INTEL I86 PROCESSORS |      | S    |  |  |  |  |  |  |

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|                             |                             |   |   |  |  |  |  |  |  |
|-----------------------------|-----------------------------|---|---|--|--|--|--|--|--|
| 1-TM6000 Series             | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 1-TM6050NT                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 1-TM800X Series             | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 600 on 610 Series | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 600 Series        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 620 Series        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 650 Series        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 670 Series        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Extensa 900 Series        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Travel Mate 6000 Series   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-Travel Mate 7000 Series   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-XXXXXXXX                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |

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|                         |                             |   |   |  |  |  |  |  |  |
|-------------------------|-----------------------------|---|---|--|--|--|--|--|--|
| X                       | RS                          |   |   |  |  |  |  |  |  |
| 2-<br>XX.XXXXX<br>Lot   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 2-<br>xx.xxxxxM<br>xx   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-3XXXXMT               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-<br>5XXXXHV           | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 3-5XXXXDK               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXR                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXHV               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXB                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXLR               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXSB               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-5XXXXSR               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-<br>5XXXXDB           | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-<br>5XXXXHD           | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-6XXXXHB               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AcerAltos<br>1900/X1B | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 3-AcerAltos<br>9000/X1B | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 3-AcerEtra              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AN Light<br>350pc     | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AN Light<br>350pcX    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AN Nuovo              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AN350xxx              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 3-AN370xxx              | INTEL I86                   |   | S |  |  |  |  |  |  |

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Superior Court, San Francisco

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|                                  |                      |   |   |  |  |  |  |  |
|----------------------------------|----------------------|---|---|--|--|--|--|--|
|                                  | PROCESSORS           |   |   |  |  |  |  |  |
| 3-AN950cx                        | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 620CD                  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 620CDT                 | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 650CD                  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 650CDT                 | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 650FD                  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 600CD (East European)  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 600FD (East European)  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 610CD (East European)  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 610CDT (East European) | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 610FD (East European)  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 620FD                  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 670CD (East European)  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 670CDT (East European) | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 900                    | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 900CDT                 | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 900T                   | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 650CD (German)         | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-Extensa 650CDT (German)        | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 3-F5XXHE                         | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 3-F5XXTC                         | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |

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|                                         |                             |   |   |  |  |  |  |  |
|-----------------------------------------|-----------------------------|---|---|--|--|--|--|--|
| 3-F6XXXHS                               | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 3-F6XXXTR                               | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 3-F6XXXTS                               | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 3-PTXXDG                                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-Travel<br>Mate 7000                   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-TravelMate<br>7000                    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-VCXXXH                                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-VC5XXH                                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-XXXXHI                                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 3-AcerAspire<br>3000 Series             | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerEtra(A<br>JC,AMA,Up<br>son)       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerMate<br>9xx(India)                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerMate<br>xxxDL                     | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 4-AcerMate(A<br>AF,AJC,AM<br>A.Egypt)   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerMate(T<br>urkey,Indone<br>sia)    | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 4-AcerNote                              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerPower<br>5400                     | INTEL I86<br>PROCESSO<br>RS | S | S |  |  |  |  |  |
| 4-AcerPower<br>Pro                      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-AcerPower(A<br>AF,AJC,A<br>MA,Israel) | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 4-Extensa<br>6xx Series                 | INTEL I86<br>PROCESSO<br>RS | S | S |  |  |  |  |  |
| 4-Extensa                               | INTEL I86                   | S | S |  |  |  |  |  |

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|                          |                             |  |   |  |  |  |  |  |  |
|--------------------------|-----------------------------|--|---|--|--|--|--|--|--|
| 5C.10000X<br>Bx          | PROCESSO<br>RS              |  |   |  |  |  |  |  |  |
| 5-<br>5C.10000X<br>Bxx   | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-<br>5C.10000X<br>Cx    | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-<br>5C.10000X<br>Cxx   | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-<br>5C.10000X<br>Dx    | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-<br>5C.10000X<br>Dxx   | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7301-xxx               | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7601-xxx               | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7601C-xxx              | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7601C-<br>xxxx         | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7601Cx-<br>xxxx        | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-7601Cx-<br>xxxx        | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-<br>91.46801-xx<br>x   | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-970C-xxx               | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-970Cx-xxx              | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Aspire 1000    | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Aspire 2000    | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Power P133     | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Power<br>P133p | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Power P150     | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer<br>Power<br>P150p | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |
| 5-Acer-<br>Power P166    | INTEL I86<br>PROCESSO<br>RS |  | S |  |  |  |  |  |  |

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|                                |                             |   |   |  |  |  |  |  |
|--------------------------------|-----------------------------|---|---|--|--|--|--|--|
| S-Acer Power-P166p             | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos 900                | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos 900 PRO            | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos 9000               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Station            | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Uno Desktop        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Uno Server         | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Uno Server PRO     | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Uno Workstation    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAltos Uno Workstation PR | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerAspire 3000 Series       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerNote 350PC               | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerNote 350PCx              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC DnA                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC P100                 | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC P120                 | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC P133                 | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC P75                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC P90                  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPAC20 00                 | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-AcerPac2000-Ext              | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| S-                             | INTEL I86                   | S |   |  |  |  |  |  |

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|                          |                             |   |   |  |  |  |  |  |  |
|--------------------------|-----------------------------|---|---|--|--|--|--|--|--|
| Axxxxxxx-<br>Oxxx        | PROCESSO<br>RS              |   |   |  |  |  |  |  |  |
| S-<br>Axxxxxxx-<br>Pxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>Axxxxxxx-<br>Vxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>Axxxxxxx-<br>Wxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-Cxxxxxxx-<br>Pxxx      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-Fxxxxxxx-<br>Ixxx      | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| S-Lxxxxxxx-<br>Fxxx      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-Lxxxxxxx-<br>Oxxx      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-Lxxxxxxx-<br>Pxxx      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-Lxxxxxxx-<br>Wxxx      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>Lxxxxxxx-<br>Oxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>Lxxxxxxx-<br>Pxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>Lxxxxxxx-<br>Wxxx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>M6.6xxx3.x<br>Oxxx | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| S-<br>M7.5xxx3.x<br>Oxxx | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| S-<br>M9.0xxxN.x<br>Oxxx | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| S-<br>MA.5xxx0.x<br>2x   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>MA.5xxx0.x<br>2xxx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>MW.5xxx3.<br>x0xxx | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| S-<br>V5.5xxx2.x2<br>x   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>V5.5xxx2.x2<br>xx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| S-<br>V5.5xxx2.v4<br>x   | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |

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|                    |                             |   |   |  |  |  |  |  |
|--------------------|-----------------------------|---|---|--|--|--|--|--|
| 5-V5.5002.x4<br>xx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x5<br>x  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x5<br>xx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Bx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Bxx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Cx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Cxx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Dx  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5002.x<br>Dxx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5003.x2<br>x  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V5.5003.x2<br>xx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V6.7000.x2<br>x  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V6.7000.x2<br>xx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V6.7000.x7<br>x  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 5-V6.7000.x7<br>xx | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-350Pcx-<br>xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-350Pcx-<br>xxxK  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-355-xxx          | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 6-355-xxxP         | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-355-xxxK         | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-370Pcx-<br>xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-370Pcx-<br>xxxK  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |

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|                        |                             |   |   |  |  |  |  |  |  |
|------------------------|-----------------------------|---|---|--|--|--|--|--|--|
| 6-370T-xxx             | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-370T-xxxP            | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-370T-<br>xxxX        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-370xx-<br>xxxP       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-370xx-<br>xxxX       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-390xx-xxx            | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-390xx-<br>xxxP       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-390xx-<br>xxxX       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-5xxxAx-<br>xxx       | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-5xxxAx-<br>xxxP      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-5xxxAx-<br>xxxX      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-5xxxDx-<br>xxxP      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-5xxxDx-<br>xxxX      | INTEL I86<br>PROCESSO<br>RS | S | S |  |  |  |  |  |  |
| 6-5xxxLx-<br>xxxX      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-6xxxHx-<br>xxx       | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-6xxxHx-<br>xxxP      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-760xx-<br>xxxX       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-970CX-<br>xxx        | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-970Cx-<br>xxxX       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-970T-xxx             | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-A1x-xx-<br>xx-xx-xxP | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-A36-xx-              | INTEL I86                   | S |   |  |  |  |  |  |  |

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|------------------------|----------------------|---|---|--|--|--|--|--|
| xxx-xxx-xxx            | PROCESSORS           |   |   |  |  |  |  |  |
| 6-A36-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-A37-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-A37-xxx-xxx-xxx-xxxP | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-A37-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-A56-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-A56-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-A96-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-A96-xxx-xxx-xxx-xxx  | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-FxxxHx-xxxx          | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-FxxxHx-xxxxP         | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-FxxxHx-xxxx          | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-FxxxTx-xxxx          | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-FxxxTx-xxxxP         | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-FxxxTx-xxxx          | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-FxxxTx-xxxx          | INTEL I86 PROCESSORS | S | S |  |  |  |  |  |
| 6-IPC1xxx-xxx          | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-IPC3xxx-xxx          | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-IPC3xxx-xxx          | INTEL I86 PROCESSORS |   | S |  |  |  |  |  |
| 6-IPC5xxx-xxx          | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |
| 6-MxxxHx-xxx           | INTEL I86 PROCESSORS | S |   |  |  |  |  |  |

|                            |                             |   |   |  |  |  |  |  |  |
|----------------------------|-----------------------------|---|---|--|--|--|--|--|--|
| 6-M0000Sx-<br>xxxP         | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-M0000Sx-<br>xxxx         | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S19-xx-<br>xxx-xxx-xxx   | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-<br>S19xx-xx-xx-<br>xxxP | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S92-xx-<br>xxx-xxx-xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S92-xx-<br>xxx-xxx-xxxX  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S95-xx-<br>xxx-xxx-xxx   | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-S95-xx-<br>xxx-xxx-xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S95-xx-<br>xxx-xxx-xxxX  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S96-xx-<br>xxx-xxx-xxx   | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-S96-xx-<br>xxx-xxx-xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S96-xx-<br>xxx-xxx-xxxX  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S9K-xx-<br>xxx-xxx-xxx   | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-S9K-xx-<br>xxx-xxx-xxxP  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-S9K-xx-<br>xxx-xxx-xxxX  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-T000Bx-<br>xxxx          | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-T000Bx-<br>xxxx          | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-VAK00T-<br>xxxx          | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |  |
| 6-VAK00T-<br>xxxP          | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-VAK00T-<br>xxxX          | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-VC0000-<br>xxxx          | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |
| 6-VC0000-<br>xxxP          | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |  |

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|                     |                             |   |   |  |  |  |  |  |
|---------------------|-----------------------------|---|---|--|--|--|--|--|
| 6-VC000-100X        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-VFK00T-100X       | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 6-VFK00T-100P       | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 6-W70-100-100-100X  | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 6-W70-100-100-100X  | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-AcerNote 350EC    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-AcerNote 950Cx    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-AcerNote Light    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-AcerPower1 900    | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 7-AcerPower2 000    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-Aspire1000        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 7-Aspire1500        | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 8-BF000-100For      | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| 8-BF000-100Soc      | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 8-BF000-100Soc(WFW) | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |
| 8-BG000-100For      | INTEL I86<br>PROCESSO<br>RS | S |   |  |  |  |  |  |
| Travel Mate 7060    | INTEL I86<br>PROCESSO<br>RS |   | S |  |  |  |  |  |

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

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170053-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
L.V. Cross, J.C.P.P. No. 488, CA  
Superior Court, San Francisco

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ACER 000805

**ATTACHMENT TO EXHIBIT C1****DISCOUNTS EARNED PURSUANT TO MARKET DEVELOPMENT AGREEMENTS**

- (a) This Attachment does not entitle COMPANY to receive the discounts described herein. Such discounts must be earned pursuant to a current valid Market Development Agreement or Market Development and Support Agreement, MS Agreement #A009-6093 ("MDA") between MS and COMPANY.
- (b) For purposes of this Attachment, "Other Windows Products" shall mean Windows for Workgroups and Windows licensed individually under this License Agreement.
- (c) COMPANY has been recognized as having earned a discount effective January 1, 1997 of US\$12.00 ("MDA-96 Discount") under its "Cooperative Market Development and Support Agreement for Microsoft Windows Desktop Operating System Products" (the "Windows Products MDA") with MS.
- (d) The MDA-96 Discount shall be applied to COMPANY's royalty rates under the Agreement as follows:
- (1) COMPANY's royalty rate(s) for the Windows Desktop Family and Other Windows Products shall be calculated by the formula  $Royalty = S - D$ , where "S" is the royalty rate(s) listed in Product table of the Exhibit C and "D" is the MDA-96 Discount.
  - (2) After expiration of the MDA-96 Discount on December 31, 1997, COMPANY's royalty rate(s) shall be increased by the amount of the MDA-96 Discount, except as otherwise provided below.
- (e) In the event that COMPANY fails to continue to successfully perform any Milestone(s) under the Windows Products MDA, MS may terminate the portion of the MDA-96 Discount corresponding to such Milestone(s), and thereafter COMPANY's royalty rate(s) shall be increased by the amount of such terminated discount.
- (f) If the term of this Agreement extends beyond December 31, 1997, and if COMPANY and MS enter into another MDA which entitles COMPANY to receive a royalty discount for calendar year 1998, the discount for the Products covered by such MDA shall be effective the later of January 1, 1998, or the date such royalty discounts are determined to be effective in accordance with such MDA.



ATTACHMENT TO EXHIBIT C  
UPDATED ADDITIONAL PROVISIONS

The following Additional Provision shall apply to Windows Desktop Family:

(100) For Customer Systems distributed between the Effective Date of the License Agreement and February 28, 1998 by COMPANY Subsidiaries and/or Key Affiliates in countries and territories served by the "Regional Business Units" managed by Acer Computer International Ltd., Acer Computer Latin America S.A DE and Acer Market Services Limited, the per system royalty stated above for Windows Desktop Family shall be reduced by Two Dollars and Fifty Cents (US\$2.50). Such discounts shall be separately indicated on COMPANY's royalty reports submitted to MS. COMPANY shall spend an amount equal to the total discounts to promote COMPANY's Customer Systems which are distributed with Windows 95/98 or Windows NT Workstation in countries and territories served by such Regional Business Units. The parties agree to meet periodically to evaluate the ongoing results of such marketing efforts and the desirability of moving or extending the discount and marketing program.

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**EXHIBIT C2**  
**DESKTOP OPERATING SYSTEM PRODUCTS**  
**PRODUCT TABLE(C)**

| Product Name And Version*       | Language Versions**                                                                                                            | Applicable Additional Provisions                     | Royalty*** | Basis (e.g. per copy or per system) | Estimated Monthly Volume | Billing Type**** |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------|-------------------------------------|--------------------------|------------------|
| Microsoft® Windows® Version 3.1 | AR, CA, CS, DA, DE, EL, EN, ES, EU, FA, FI, FR, HU, IT, JW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XD, XT, XZ, YL, ZH | (20), (21), (23), (25), (26), (30), (33), (55), (99) | US\$49.00  | Per System                          | 50000                    | Type II          |

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

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

\*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table of this Exhibit C.

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

**INITIAL PAYMENT AMOUNT**

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US\$0.00), and shall be paid in accordance with Section 3(b) of the Business Terms Document, as incorporated by reference into the License Agreement.

**ADDITIONAL PROVISIONS KEY**

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

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

(21) The royalty rate(s) specified above require pre-installation of the Product as the "default" operating system on each Customer System distributed with the Product (i.e., the Product will set up and execute unless the user configures the Customer System otherwise). COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "OPK User's Guide" included in the preinstallation kit portion of the Product Deliverables ("OPK"). COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK User's Guide and for no other purpose. Other than as specified in the OPK User's Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance.

(23) Provided a "per copy" royalty rate is listed for the Product in the table above, if COMPANY distributes this Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of the License Agreement, including the Business Terms Document as incorporated therein, with respect to any such distribution of Product.

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 NV Cases, J.C.P.P. No. 406, CA  
 Superior Court, San Francisco

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**CONFIDENTIAL**

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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

(26) (a) Notwithstanding anything to the contrary Section 1 of the License Agreement and in Sections 2 and 6 of the Business Terms Document, COMPANY may install one or more language versions (listed in the Language Version box above) of Product software with each applicable Customer System provided that COMPANY complies with the following restrictions:

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

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

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

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

(b) COMPANY hereby indemnifies MS and its suppliers from and against all damages, costs and attorneys' fees arising from claims or demands resulting from COMPANY's distribution of multiple language versions including, without limitation, claims that the end-user is entitled to use more than one language version of the Product or that advertisements, Customer System packaging, or other representations made by or for COMPANY are false and/or misleading.

(c) COMPANY's report shall separately indicate the number of Customer Systems distributed with each combination of language versions of Product.

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

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

(30) The Default Charge for this Product as described in Section 3(c)(vi) of the Business Terms Document shall be thirty percent (30%) of the highest royalty rate for the Product listed in the Product table above.

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

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

(55) (a) If Customer System(s) licensed for Windows 95 are also licensed on a per system basis for Windows 3.0c, Windows for Workgroups 3.0c, and/or MS-DOS, then COMPANY agrees to pay MS the royalty for Windows 95 for such Customer System(s) and shall be relieved of its obligation to pay MS the associated Windows, Windows for Workgroups and/or MS-DOS royalties, as applicable, for such Customer System(s), provided COMPANY complies with subsection (d) of this Additional Provision (55).

(b) If Customer System(s) licensed for Windows NT Workstation are also licensed on a per system basis for Windows 95, Windows 3.0c, Windows for Workgroups 3.0c, and/or MS-DOS, then COMPANY agrees to pay MS the royalty for Windows NT Workstation for such Customer System(s) and shall be relieved of its obligation to pay MS the Windows 95, Windows, Windows for Workgroups and/or MS-DOS royalties, as applicable, for such Customer System(s), provided COMPANY complies with subsection (d) of this Additional Provision (55).

(c) If the same Customer System is licensed on a per system basis for both Windows and Windows for Workgroups, but is not licensed for Windows 95 or Windows NT Workstation on a per system basis, COMPANY shall be relieved of its obligation to pay the royalty for Windows provided COMPANY complies with subsection (d) of this Additional Provision (55).

(d) COMPANY may not (i) distribute both Windows 95 and any other MS operating system Product with the same Customer System, (ii) distribute both Windows NT Workstation and any other MS operating system Product with the same Customer System, or (iii) distribute both Windows and Windows for Workgroups with the same Customer System.

(99) (a) The following provisions shall apply to all Products listed in this Exhibit C

(i) The royalty rate(s) specified above require pre-installation of the Product. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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(2) Notwithstanding anything to the contrary contained in Section 2, COMPANY must distribute Product documentation with each Customer System distributed with Product software. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.

(3) Except for accurate informational references to and descriptions of the Product(s), and accurate reproductions or depictions of the Product(s) front packaging, MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, advertising and promotional use.

(4) Unless otherwise indicated in this subsection, COMPANY may distribute Product(s) only within the geographical boundaries of the country in which COMPANY is located as indicated by COMPANY's Notices address in Exhibit N. Notwithstanding anything to the contrary in this subsection, if COMPANY is located in Canada or the U.S.A. as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the United States and Canada, and if COMPANY is located in a member country of the European Union or the European Free Trade Association as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the member countries of the European Union and the European Free Trade Association.

(5) If MS provides COMPANY with a marketing materials kit for Product ("Marketing Materials Kit"), then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

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

(B) COMPANY's promotion of Product(s) shall be restricted to the guidelines provided in Marketing Materials Kit and subsection (a)(3) above;

(C) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; and

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

(6) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:

(A) With respect to advertising that includes those Customer Systems distributed with Product(s), COMPANY shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral; and

(B) Upon request by MS, COMPANY shall provide MS, or MS' designee, with the names of the end-user customers registering Customer Systems distributed with Product(s) in order that MS, or MS' designee, may send mailings to such customers or perform market research. COMPANY shall take all steps necessary to ensure that COMPANY's provision of such information to MS will comply with all applicable national data protection laws.

#### CUSTOMER SYSTEMS

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

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

In the event that COMPANY designates models by model line or series in this Exhibit C, then COMPANY may elect to include as Customer System(s) new models in the model line or series by including any such new model(s) on its royalty report for the reporting period in which each such new model is first distributed with the Product. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model designated on a royalty report shall be licensed for the remainder of the term of the License Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series and shall bear the applicable royalty set forth in this Exhibit C. Any new model in the model line or series which is not included in a royalty report as a licensed Customer System (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

#### Product Number Key:

| Item # | Legal Name                      |
|--------|---------------------------------|
| 1982   | Microsoft® Windows® Version 3.1 |

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

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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PROTECTIVE ORDER Microsoft  
141 Cases, J.C.P.P. No. 496, CA  
Superior Court, San Francisco

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ACER 000810

**ATTACHMENT TO EXHIBIT C  
PRODUCT RECOVERY CD OPTION FOR WINDOWS 95**

(a) This Attachment is not a license for MS products. COMPANY must maintain a valid OEM license agreement for all MS products included in whole or in part on the Recovery CD (as defined below).

(b) For purposes of this Attachment, "Alternate MS OS" shall mean either (i) Windows for Workgroups, (ii) MS-DOS and Windows, (iii) MS-DOS and Windows for Workgroups, (iv) Windows, or (v) MS-DOS. Notwithstanding anything to the contrary contained in Section 1(a)(ii) of the License Agreement or 2(d) of the Business Terms Document, for Customer Systems which include a CD-ROM drive in the Customer System package and on which Product software for either Windows 95 or an Alternate MS OS licensed in accordance with this License Agreement is preinstalled on the Customer System hard disk as the sole operating system, COMPANY may distribute, on a BIOS-locked CD-ROM disk, backup images of all of the software which is rightfully distributed by COMPANY with the Customer System ("Recovery CD"). The MS product software on the Recovery CD may be used only to restore the MS product software on the Customer System hard disk drive as originally installed in conjunction with COMPANY's dedicated user support utility software ("Support Utility"). The Recovery CD may include backup images of (i) MS products for which COMPANY has a valid license from MS for and which are preinstalled on such Customer System, and (ii) any non-MS products that COMPANY distributes with the Customer System.

(c) If the Products licensed for and distributed with the Customer System include MS-DOS® or Windows® 95, the Support Utility media may also include a single copy of each of the following files in order that such media shall be "bootable": command.com, io.sys, msdos.sys, and, for Customer Systems with Windows 95, drvspace.bin ("Boot Files").

(d) MS' authorization to distribute the Recovery CD and Boot Files is subject to COMPANY's compliance with all of the following provisions:

(1) MS product software on the Recovery CD (except the Boot Files, if applicable) shall be BIOS-locked such that the software cannot be downloaded or used without unlocking using the Support Utility.

(2) The Recovery CD and Support Utility shall comply with the specifications set forth in the then current "Microsoft OEM Product Backup and Recovery CD-ROM Implementation Guide" (the "Implementation Guide"). MS shall have the right to modify the Implementation Guide from time to time and provide COMPANY updated versions thereof.

(3) The Support Utility documentation shall prominently indicate that the Recovery CD is provided only for the purpose of restoring or installing software on the hard disk of designated COMPANY computer systems.

(4) The Support Utility shall be subject to an online and printed end user license agreement which includes provisions that (i) the software may be used only for restoring or installing software on the hard disk of the COMPANY computer system with which the Recovery CD originally was provided, and (ii) the MS product(s) contained on the Recovery CD are subject to the terms of their respective EULA(s). The end user shall be required to affirmatively accept the terms of such end user license agreement in order to proceed with using the Recovery CD.

(5) The Support Utility shall include a BIOS check to verify that the computer system to which software will be downloaded from the Recovery CD is a COMPANY Customer System.

(6) The images of the MS product software on the Recovery CD shall be identical to the object code that was preinstalled on the Customer System hard disk including any initial end user startup sequence and OEM support information.

(7) The Recovery CD and Support Utility may only be distributed inside the original Customer System package.

(8) The Recovery CD and Support Utility may be replicated only by an Authorized Replicator.

(9) If the Recovery CD includes Windows 95, COMPANY shall also include with each Customer System distributed with the Recovery CD, a single copy of the "Windows 95 CD" from the Authorized Replicator. The Windows 95 CD includes Windows 95 Product software and other software and information in a form specified by MS for distribution in connection with the Recovery CD. COMPANY shall not include the Windows 95 backup disk utility (MSCSD) with any Customer System distributed with the Recovery CD.

(10) COMPANY shall comply with all provisions of this License Agreement and the MS license agreements for any MS products included on the Recovery CD, including, without limitation, the Business Terms Document and the Additional Provisions of the applicable Exhibit(s) C for such MS products.

(11) COMPANY shall submit the Recovery CD and Support Utility master media to MS for review and approval. If approved, MS shall provide such master media to a single Authorized Replicator of COMPANY's choice. COMPANY shall not distribute the Recovery CD or Boot Files before the date MS provides written notice to COMPANY approving distribution of such Recovery CD and Support Utility.

(e) MS shall have the right to terminate or restrict COMPANY's rights to distribute a Recovery CD and/or Boot Files upon thirty (30) days prior written notice to COMPANY. Without limiting the preceding sentence, MS may terminate or restrict such distribution rights by product(s), by market(s) to which Recovery CD and/or Boot Files may be distributed, or by Customer System configuration.

(f) COMPANY hereby indemnifies MS from and against all damages, costs and attorneys' fees arising from any and all claims or demands in connection with the licensing, distribution, or use of the Recovery CD and/or Support Utility.

(g) COMPANY agrees to provide commercially reasonable end user support for the Product(s) licensed in the License Agreement which, in any event, shall be under terms and conditions at least as favorable to the end user as the terms under which COMPANY provides support for COMPANY's Customer Systems to end users generally. COMPANY agrees to provide MS with ninety (90) days prior written notice of any substantive change in COMPANY's support policy for the Product(s).

(h) Provided COMPANY complies with all of the requirements stated above, COMPANY may include the Recovery CD and Support Utility inside COMPANY's Customer System package without payment of additional royalties to MS.

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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IV Cases, J.C.P.P. No. 488, CA  
Superior Court, San Francisco

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**ATTACHMENT TO EXHIBIT C  
WINDOWS 95/WINDOWS 3.X DUAL INSTALLATION OPTION**

(a) COMPANY has requested the right to perform a dual installation of Windows 95 and an alternative MS operating system on some Customer Systems listed in the table below in this Attachment. This Attachment authorizes COMPANY to perform such dual installation subject to the terms and conditions below. This Attachment is not effective unless COMPANY has a current Microsoft OEM license agreement(s) for all Products which COMPANY elects to dual install for the listed Customer Systems.

(b) If COMPANY is licensed for both Windows 95 and an "Alternate Microsoft OS" (either (i) Windows for Workgroups, (ii) MS-DOS and Windows, (iii) MS-DOS and Windows for Workgroups, or (iv) Windows), for a given Customer System listed in the table below, COMPANY may distribute a single copy of Windows 95 as Preinstalled Product Software, and a single copy of such Alternate Microsoft OS preinstalled on the hard disk drive of such Customer System according to the terms of the respective license agreement(s) for such products. In such event, COMPANY shall:

(1) use the MS set-up utility included in the OPK which allows the end user to choose one, and only one of the operating systems for the Customer System (i.e., either the Alternate Microsoft OS or Windows 95);

(2) follow all guidelines and procedures set forth in the OPK regarding the installation, set-up and initialization of Customer Systems configured for dual installation of Windows 95 and the Alternate Microsoft OS;

(3) provide (i) the Product software only preinstalled on the Customer System, (ii) the Product documentation and APM for Windows 95 and (iii) a fulfillment "exchange" card for one set of documentation and back-up media for the Alternate Microsoft OS which can be redeemed only if the end user selects the Alternate Microsoft OS as provided in subsection (1) above and returns to COMPANY the Product documentation and APM originally received with the Customer System;

(4) pay MS the royalty for Windows 95 and not the royalties for the Alternate Microsoft OS (regardless of which Product the end user selects);

(5) separately report to MS with each royalty report the number of Customer Systems distributed according to this Attachment;

(6) provide in the three (3) locations listed below a notice (translated and adapted as necessary for any jurisdiction to which COMPANY distributes the Product) that the end user must make a one-time selection between Windows 95 and the Alternate Microsoft OS and that after the end user has made such selection, if the end user then desires the rejected product(s), the end user will need to acquire and pay for such product as a separate transaction:

(i) on a sticker or other notice on the Customer System packaging (or such other place which the end user will see prior to purchase);

(ii) in all advertisements and marketing materials;

(iii) on demonstration/display Customer Systems and point-of-sale materials provided to distributors and dealers;

(7) require its distributors and dealers to cause to appear on demonstration/display Customer Systems and point-of-sale materials (including those provided by COMPANY and those, if any, provided by the distributor/dealer) the notice referred to in subsection (6) of this Attachment;

(8) indemnify MS from and against all damages, costs and attorneys' fees arising from claims or demands based on any advertisements or other representations made by or for COMPANY that the end user is entitled to both Windows 95 and the Alternate Microsoft OS, or that any such advertisements or other representations are otherwise false and/or misleading;

(9) In the event COMPANY's end user customer selects the Alternate Microsoft OS as provided in subsection (b)(1) and returns to COMPANY the completed fulfillment exchange card and Product documentation and APM for Windows 95 as provided in subsection (b)(3), COMPANY may, without payment of additional royalty to MS, distribute directly to such end user by mail order fulfillment (without use of dealers or other intermediaries) a single back-up copy of the Alternate Microsoft OS Product software in object code form, a single copy of the Alternate Microsoft OS Product documentation, and a single APM for such Alternate Microsoft OS. COMPANY shall certify destruction of Product documentation and APM for Windows 95 returned to COMPANY and shall report any such shipments of Alternate Microsoft OS on COMPANY's royalty reports.

(10) The OPK requires COMPANY to insert a single identifying name for COMPANY in all Preinstalled Product Software. COMPANY has chosen the name or trademark indicated in the space below for such purpose. COMPANY agrees to use the single name or trademark specified below in all language versions of Preinstalled Product Software around the world.

Requested COMPANY Name or Trademark:

"Acer"

If COMPANY does not comply with all of the requirements stated above, in addition to any other remedies MS may have, COMPANY shall pay MS the applicable royalty for both Windows 95 and the Alternate Microsoft OS included with the Customer System.

(e) COMPANY's rights under this Attachment shall expire the earlier of (1) termination or expiration of the License Agreement, or (2) March 31, 1998.

**DUAL INSTALL CUSTOMER SYSTEM TABLE**

| Model Name/Model Number    | Model Type        | Processor            | Dual Install System? |
|----------------------------|-------------------|----------------------|----------------------|
| 4-AcerPower 3400           | Single Model      | INTEL I86 PROCESSORS | Y                    |
| 4-Extensa 6xx              | Model line/Series | INTEL I86 PROCESSORS | Y                    |
| 4-Extensa 900              | Model line/Series | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 6050NT | Single Model      | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 605    | Model line/Series | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 6160   | Single Model      | INTEL I86 PROCESSORS | Y                    |

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #511170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
19 Cases, J.C.P.P. No. 494, CA  
Superior Court, San Francisco

AAC 002250  
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ACER 000813

**ATTACHMENT TO EXHIBIT(S) C  
WINDOWS NT WORKSTATION / WINDOWS 9X DUAL INSTALLATION OPTION**

(a) COMPANY has requested the right to perform a dual installation of Windows NT Workstation and Windows 95 or Windows 98 on some Customer Systems listed in the table below in this Attachment. This Attachment authorizes COMPANY to perform such dual installation subject to the terms and conditions below. This Attachment is not effective unless COMPANY has a current Microsoft OEM license agreement(s) for all Products which COMPANY elects to dual install for the listed Customer Systems.

(b) If COMPANY is licensed for both Windows NT Workstation and "Windows 9X" (either (a) Windows 95, (b) Windows 98, for a given Customer System listed in the table below, COMPANY may distribute a single copy of Windows NT Workstation as Preinstalled Product Software, and a single copy of such Customer 9X Product preinstalled on the hard disk drive of such Customer System according to the terms of the respective license agreement(s) for such products. In such event, COMPANY shall:

(1) provide a set-up utility included which allows the end user to choose one, and only one of the operating systems for the Customer System (i.e., either the Windows 9X or Windows 9NT Workstation);

(2) follow all guidelines and procedures set forth in the OPI;

(3) provide (i) the Product software only preinstalled on the Customer System and (ii) the Product documentation and APM for Windows NT Workstation/Windows 9X from the Authorized Replicator;

(4) pay MS the royalty for Windows NT Workstation and not the royalties for the Windows 9X (regardless of which Product the end user selects);

(5) separately report to MS with each royalty report the number of Customer Systems distributed according to this Attachment;

(6) provide in the three (3) locations listed below a notice (translated and adapted as necessary for any jurisdiction to which COMPANY distributes the Product) that the end user must make a one-time selection between Windows NT Workstation and the Windows 9X Product and that after the end user has made such selection, if the end user then desires the rejected product(s), the end user will need to acquire and pay for such product as a separate transaction:

(i) on a sticker or other notice on the Customer System packaging (or such other place which the end user will see prior to purchase);

(ii) in all advertisements and marketing materials;

(iii) on demonstration/display Customer Systems and point-of-sale materials provided to distributors and dealers;

(7) require its distributors and dealers to cause to appear on demonstration/display Customer Systems and point-of-sale materials (including those provided by COMPANY and those, if any, provided by the distributor/dealer) the notice referred to in subsection (b)(6) of this Attachment;

(8) indemnify MS from and against all damages, costs and attorneys' fees arising from claims or demands based on any advertisements or other representations made by or for COMPANY that the end user is entitled to both Windows NT Workstation and the Windows 9X Product, or that any such advertisements or other representations are otherwise false and/or misleading.

If COMPANY does not comply with all of the requirements stated above, in addition to any other remedies MS may have, COMPANY shall pay MS the applicable royalty for both Windows NT Workstation and the Windows 9X Product included with the Customer System.

(e) COMPANY's rights under this Attachment shall expire the earlier of (1) termination or expiration of the License Agreement; or (2) December 31, 1998.

**DUAL INSTALL CUSTOMER SYSTEM TABLE**

| Model Name/Model Number    | Model Type       | Processor            | Dual Install System? |
|----------------------------|------------------|----------------------|----------------------|
| 4-AcerPower 5400           | Single Model     | INTEL I86 PROCESSORS | Y                    |
| 4-Excess 60x               | Model lineSeries | INTEL I86 PROCESSORS | Y                    |
| 4-Excess 900               | Model lineSeries | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 6050NT | Single Model     | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 605    | Model lineSeries | INTEL I86 PROCESSORS | Y                    |
| 4-TravelMate, model 6160   | Single Model     | INTEL I86 PROCESSORS | Y                    |



**ATTACHMENT TO EXHIBIT(S) C  
PRODUCT RECOVERY CD OPTION FOR WINDOWS NT WORKSTATION**

- (a) This Attachment is not a license for MS products. COMPANY must maintain a valid OEM license agreement for all MS products included in whole or in part on the Recovery CD (as defined below).
- (b) Notwithstanding anything to the contrary contained in Section II(a)(ii) of the License Agreement or 2(d) of the Business Terms Document, for Customer Systems which include a CD-ROM drive in the Customer System package and on which Product software for Windows NT Workstation Version 4.0 or higher licensed in accordance with this License Agreement is preinstalled on the Customer System hard disk as the sole operating system, COMPANY may distribute, on a BIOS-locked CD-ROM disk, backup images of all of the software which is rightfully distributed by COMPANY with the Customer System ("Recovery CD") as well as a backup image of the Windows 95 or Windows 98 operating system. The MS product software on the Recovery CD may be used only to restore the MS product software on the Customer System hard disk drive as originally installed in conjunction with COMPANY's dedicated user support utility software ("Support Utility") or to downgrade the system to Windows 95 or Windows 98, at the end user's option. The Recovery CD may include backup images of (i) MS products for which COMPANY has a valid license from MS for and which are preinstalled on such Customer System; and (ii) any non-MS products that COMPANY distributes with the Customer System.
- (c) The Support Utility media may also include a single copy of each of the following MS-DOS and/or Windows 95 files in order that such media shall be "bootable": command.com; io.sys; msdos.sys; and drvspace.bin ("Boot Files").
- (d) MS' authorization to distribute the Recovery CD and Boot Files is subject to COMPANY's compliance with all of the following provisions:
- (1) MS product software on the Recovery CD (except the Boot Files, if applicable) shall be BIOS-locked such that the software cannot be downloaded or used without unlocking using the Support Utility.
  - (2) The Recovery CD and Support Utility shall comply with the specifications set forth in the then current "Microsoft OEM Product Backup and Recovery CD-ROM Implementation Guide" (the "Implementation Guide"). MS shall have the right to modify the Implementation Guide from time to time and provide COMPANY updated versions thereof.
  - (3) The Support Utility documentation shall prominently indicate that the Recovery CD is provided only for the purpose of restoring or installing software on the hard disk of designated COMPANY computer systems.
  - (4) The Support Utility shall be subject to an online and printed end user license agreement which includes provisions that (i) the software may be used only for restoring or installing software on the hard disk of the COMPANY computer system with which the Recovery CD originally was provided, and (ii) the MS product(s) contained on the Recovery CD are subject to the terms of their respective EULA(s). The end user shall be required to affirmatively accept the terms of such end user license agreement in order to proceed with using the Recovery CD.
  - (5) The Support Utility shall include a BIOS check to verify that the computer system to which software will be downloaded from the Recovery CD is a COMPANY Customer System.
  - (6) The images of the MS product software on the Recovery CD shall be identical to the object code that was preinstalled on the Customer System hard disk including any initial end user startup sequence and OEM support information.
  - (7) The Recovery CD and Support Utility may only be distributed inside the original Customer System package.
  - (8) The Recovery CD and Support Utility may be replicated only by an Authorized Replicator.
  - (9) If the Recovery CD includes Windows 95 or Windows 98, the image of Windows 95 or Windows 98 on the Recovery CD shall conform to all terms and conditions of the License Agreement for such Product. COMPANY shall also include with each Customer System distributed with the Recovery CD, the APM for Windows NT Workstation/Windows 95 or Windows NT Workstation/Windows 98 from the Authorized Replicator. COMPANY shall not include the backup disk utility (MBCSD) with any Customer System distributed with the Recovery CD.
  - (10) COMPANY shall comply with all provisions of this License Agreement and the MS license agreements for any MS products included on the Recovery CD, including, without limitation, the Business Terms Document and the Additional Provisions of the applicable Exhibit(s) C for such MS products.
  - (11) COMPANY shall submit the Recovery CD and Support Utility master media to MS for review and approval. If approved, MS shall provide such master media to a single Authorized Replicator of COMPANY's choice. COMPANY shall not distribute the Recovery CD or Boot Files before the date MS provides written notice to COMPANY approving distribution of such Recovery CD and Support Utility.
- (e) MS shall have the right to terminate or restrict COMPANY's rights to distribute a Recovery CD and/or Boot Files upon thirty (30) days prior written notice to COMPANY. Without limiting the preceding sentence, MS may terminate or restrict such distribution rights by product(s), by market(s) to which Recovery CD and/or Boot Files may be distributed, or by Customer System configuration.
- (f) COMPANY hereby indemnifies MS from and against all damages, costs and attorneys' fees arising from any and all claims or demands in connection with the licensing, distribution, or use of the Recovery CD and/or Support Utility.
- (g) COMPANY agrees to provide commercially reasonable end user support for the Product(s) licensed in the License Agreement which, in any event, shall be under terms and conditions at least as favorable to the end user as the terms under which COMPANY provides support for COMPANY's Customer Systems to end users generally. COMPANY agrees to provide MS with ninety (90) days prior written notice of any substantive change in COMPANY's support policy for the Product(s).
- (h) Provided COMPANY complies with all of the requirements stated above, COMPANY may include the Recovery CD and Support Utility inside COMPANY's Customer System package without payment of additional royalties to MS.

**EXHIBIT C**  
**ADDITIONAL SYSTEMS PRODUCTS**  
**PRODUCT TABLE(S)**

| Product Name And Version*                    | Language Versions**                                                                                    | Applicable Additional Provisions              | Royalty*** | Basis (e.g. per copy or per system) | Estimated Monthly Volume | Billing Type**** |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------|-------------------------------------|--------------------------|------------------|
| Microsoft® Plus! Version 1.0 for Windows® 95 | AR, CS, DA, DE, EN, ES, FI, FR, HU, IT, TW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XC, XI, XZ, ZH | (1), (10), (11), (13), (23), (46), (48), (99) | US\$4.00   | Per System                          | 30000                    | Type II          |

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

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

\*\*\* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table of this Exhibit C.

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

**INITIAL PAYMENT AMOUNT**

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US\$0.00), and shall be paid in accordance with Section 3(b) of the Business Terms Document, as incorporated by reference into the License Agreement.

**ADDITIONAL PROVISIONS KEY**

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

(1) The following provisions shall apply to all Products listed in this Exhibit C:

(a) The royalty rate(s) specified above require pre-installation of the Product. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.

(b) Notwithstanding anything to the contrary contained in Section II of the License Agreement or Section 2 of the Business Terms Document, COMPANY must distribute Product documentation with each Customer System distributed with Product software. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.

(c) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:

(i) With respect to advertising that includes those Customer Systems distributed with Product(s), COMPANY shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral; and

(ii) Upon request by MS, COMPANY shall provide MS, or MS' designee, with the names of the end-user customers registering Customer Systems distributed with Product(s) in order that MS, or MS' designee, may send mailings to such customers or perform market research. COMPANY shall take all steps necessary to ensure that COMPANY's collection and provision of such information will comply with all applicable national data protection laws.

(10) Custom Value Pack products must be ordered from the Authorized Replicator by the special product number which will be provided after the License Agreement or Amendment is executed by both parties.

(11) Notwithstanding anything to the contrary contained in the definition of COMPANY's Customer Systems in the Customer Systems section below, with respect to this Product, COMPANY's Customer Systems may also be the multimedia kit(s) described in the Customer System Table which include at least a CD-ROM (double speed or faster) and a sound card (at least 16 bit).

(12) (a) COMPANY's license to preinstall this Product in accordance with Section II(a) of the License Agreement and Section 2(e) of the Business Terms Document shall be limited to installation of the executable file(s).

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

(c) If a per copy royalty is specified in the Product table above, then, notwithstanding the provisions of Section 6(a) of the Business Terms Document, COMPANY may distribute not more than one (1) unit of Product separate from a Customer System to each existing authorized end user of any of COMPANY's single user computer system(s). COMPANY may distribute Product only as a mail order fulfillment item directly (without use of dealers or other intermediaries) to end users from COMPANY or an MS pre-approved fulfillment source. COMPANY shall pay the per copy royalty specified in the Product table above for each unit of Product distributed in accordance with this Additional Provision, (13)(c). If this Exhibit C is attached to an OEM License Agreement that includes minimum commitment payments, minimum commitment payments paid in accordance with Exhibit(s) B to the License Agreement shall not be recognizable against royalties for units of Product distributed in accordance with this Additional Provision (13)(c). Product licensed on a per-system basis may only be distributed with the Customer Systems identified in this Exhibit C.

(23) Provided a "per copy" royalty rate is listed for the Product in the table above, if COMPANY distributes this Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of the License Agreement, including the Business Terms Document as incorporated therein, with respect to any such distribution of Product.

(46) This Product is designed for use with Windows 95 and may not function properly with other operating system products.

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

(99) (a) The following provisions shall apply to all Products listed in this Exhibit C:

(1) The royalty rate(s) specified above require pre-installation of the Product. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.

(2) Notwithstanding anything to the contrary contained in Section 2, COMPANY must distribute Product documentation with each Customer System distributed with Product software. A COA must be affixed to or accompany each copy of Product documentation. Company must distribute only one (1) copy of Product documentation with each Product version distributed.

(3) Except for accurate informational references to and descriptions of the Product(s), and accurate reproductions or depictions of the Product(s) front packaging, MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, advertising and promotional use.

(4) Unless otherwise indicated in this subsection, COMPANY may distribute Product(s) only within the geographical boundaries of the country in which COMPANY is located as indicated by COMPANY's Notices address in Exhibit N. Notwithstanding anything to the contrary in this subsection, if COMPANY is located in Canada or the U.S.A. as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the United States and Canada, and if COMPANY is located in a member country of the European Union or the European Free Trade Association as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the member countries of the European Union and the European Free Trade Association.

(5) If MS provides COMPANY with a marketing materials kit for Product ("Marketing Materials Kit"), then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

(A) Use is in compliance with the guidelines provided in Marketing Materials Kit.

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
147 Green, L.C.P.P. No. 408, CA  
Superior Court, San Francisco

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(B) COMPANY's promotion of Product(s) shall be restricted to the guidelines provided in Marketing Materials Kit and subsection (a)(3) above;

(C) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; and

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

(6) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement as follows:

(A) With respect to advertising that includes those Customer Systems distributed with Product(s), COMPANY shall refer to the relevant Product names and place accurate reproductions or depictions of the Product's front packaging in point of purchase materials, print advertising, packaging, and marketing collateral; and

(B) Upon request by MS, COMPANY shall provide MS, or MS' designee, with the names of the end-user customers registering Customer Systems distributed with Product(s) in order that MS, or MS' designee, may send mailings to such customers or perform market research. COMPANY shall take all steps necessary to ensure that COMPANY's provision of such information to MS will comply with all applicable national data protection laws.

CUSTOMER SYSTEMS

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

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by "all models" or by "model line" or "series". (e.g. "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950-series", etc.). Customer Systems defined by "all models" shall include all current and future models that meet the description specified in the table (e.g. "All models which include a CD-ROM drive, 500 Mb or larger hard disk drive, and sound card.") and utilize the listed microprocessor(s). Customer Systems defined by model line or series shall include all current and future models which include the designated model line or series name. (e.g. "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro:950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

Product Number Key

| Item # | Legal Name                                   |
|--------|----------------------------------------------|
| 1751   | Microsoft® Plus! Version 1.0 for Windows® 95 |

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

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #511170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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CUSTOMER SYSTEM TABLE

| Model Name/Model Number            | Processor              | 1751 |  |  |  |  |  |  |  |
|------------------------------------|------------------------|------|--|--|--|--|--|--|--|
| 1-Extensa 600 Series               | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 600CD Series             | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 605CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 650CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 650CDT                   | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 655CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 660CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-Extensa 660CDT                   | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 1-TM6000 Series                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Exten2-Extensa 600 at 610 Series | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Extensa 600 Series               | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Extensa 620 Series               | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Extensa 650 Series               | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Extensa 900 Series               | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Travel Mate 6000 Series          | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 2-Travel Mate 7000 Series          | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 3-Extensa 620CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 3-Extensa 620CDT                   | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 3-Extensa 650CD                    | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |
| 3-Extensa 650CDT                   | INTEL I86 PROCESSOR RS | S    |  |  |  |  |  |  |  |

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Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

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|                                        |                             |   |  |  |  |  |  |  |  |
|----------------------------------------|-----------------------------|---|--|--|--|--|--|--|--|
| 3-Extensa<br>650FD                     | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>600CD (East<br>European)  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>600FD (East<br>European)  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>610CD (East<br>European)  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>610CDI (East<br>European) | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>610FD (East<br>European)  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>620FD                     | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>670CD (East<br>European)  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>670CDI (East<br>European) | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>900                       | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>900CDI                    | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>900T                      | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>650CD (Ger<br>man)        | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Extensa<br>650CDI (Ger<br>man)       | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-Travel<br>Mate 7000                  | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-<br>TravelMate<br>7000               | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| 3-3000GH                               | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |
| Travel Mate<br>7060                    | INTEL I86<br>PROCESSO<br>RS | S |  |  |  |  |  |  |  |

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

Q

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CONFIDENTIAL

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
141 Castro, J.C.P.F. No. 486, CA  
Superior Court, San Francisco

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**EXHIBIT Q**  
**KEY AFFILIATES**

Except as expressly provided in this Exhibit Q, COMPANY shall not reproduce, duplicate, copy or otherwise permit the installation or Customer System packages except on COMPANY or COMPANY Subsidiary premises by COMPANY or COMPANY Subsidiary employees, and further shall not permit the distribution of Product(s) independent of a Customer System or outside of a Customer System package.

(a) Notwithstanding any provision in this Agreement to the contrary, COMPANY and COMPANY Subsidiaries may distribute Product(s) directly to a Key Affiliate independent of a Customer System and/or outside a Customer System package, and such Key Affiliate may exercise installation and distribution rights of COMPANY with regard to such Product(s) and Customer System(s), but only if the following conditions are satisfied:

(i) COMPANY and such Key Affiliate shall enter a written agreement (hereinafter "Distribution Agreement") that expressly provides that MS is a third party intended beneficiary of the Distribution Agreement with rights to enforce such agreement, and that requires Key Affiliate:

A) to comply with obligations identical to those imposed on COMPANY by Sections II(a), II(e) and II(f) of the License Agreement, and Sections 2(a-h), 6(a-f), 7(a-c), 11, 13, 14, 17(b) and 17(g) of the Business Terms Document (as incorporated into the License Agreement), except as otherwise provided herein;

B) to distribute Product(s) only with Customer Systems marketed under the "Acer" brand name and only in the geographic region or countries identified in this Exhibit Q;

C) to cease installation and distribution of Product(s) upon notice from COMPANY or MS of the termination or expiration of this Agreement, or suspension of license rights for such Product(s);

D) to provide quarterly reports to COMPANY which shall specify by Product, Customer System (I) the number of copies of each Product shipped to the Key Affiliate during the most recent calendar quarter, (II) the certificate of authenticity identification numbers for each Product shipped to the Key Affiliate during the most recent calendar quarter, and (III) the number of COMPANY Customer Systems distributed by the Key Affiliate during the most recent calendar quarter; and

E) to pay MS' or COMPANY's attorneys' fees if COMPANY or MS employs attorneys to enforce any rights arising out of the Distribution Agreement;

(ii) COMPANY guarantees that each Key Affiliate shall fulfill and comply with the applicable obligations imposed on COMPANY by this Agreement;

(iii) COMPANY indemnifies MS for all damages of any kind, without limitation, caused by a breach of the Distribution Agreement by any Key Affiliate;

(iv) COMPANY shall maintain at its principal office all proper records and entries which specify, by COMPANY or COMPANY Subsidiary, Key Affiliate and Product, the certificate of authenticity identification numbers for Product(s) shipped to the Key Affiliate pursuant to this Agreement; and

(v) COMPANY agrees to report and pay MS the royalties on Product(s) or Customer Systems distributed by Key Affiliate. On royalty reports submitted to MS, COMPANY (i) shall specify by Key Affiliate, Product and Customer System the number of copies of each Product shipped to each Key Affiliate pursuant to this Agreement during the most recent calendar quarter, and (ii) shall specify by Key Affiliate, Product and Customer System the number of copies of each Product and the number of Customer Systems distributed by each such Key Affiliate pursuant to this Agreement during the most recent calendar quarter. On its royalty reports, COMPANY shall certify that COMPANY has entered into a written agreement with each such Key Affiliate, and that all copies of Product distributed by such Key Affiliate have been done so in accordance with these provisions.

(b) COMPANY and COMPANY Subsidiaries shall have the exclusive rights to order from an Authorized Reseller any Product(s) licensed to COMPANY or sublicensed to the COMPANY Subsidiaries pursuant to this Agreement for shipment to a Key Affiliate.

(c) Upon request, COMPANY shall provide MS with a true, correct and complete copy of any Distribution Agreement (or at the option of MS, a written summary of the terms of the Distribution Agreement) and such financial or other information about the Key Affiliate or actions taken by the Key Affiliate pursuant to this Agreement as MS may reasonably request, including a listing of the Certificate of Authenticity identification numbers for Product(s) shipped to the Key Affiliate pursuant to this Agreement during any calendar quarter. COMPANY shall promptly notify MS of the termination, expiration or significant modification of the terms of such Distribution Agreement(s). COMPANY shall indemnify MS with respect to any and all unauthorized reproduction and/or distribution of any portion of the Product by any such Key Affiliate.

(d) An additional company may be designated as a Key Affiliate only pursuant to a formal amendment of this Agreement and Exhibit Q. COMPANY shall notify MS in writing of the name and address of any company which COMPANY desires to designate as a Key Affiliate at least sixty (60) days prior to the date COMPANY desires such company to exercise any license rights of COMPANY as a Key Affiliate. COMPANY shall provide MS with such financial, ownership, and other information about such company as MS may reasonably request.

**EXHIBIT O**

(continued)

Key Affiliates authorized to exercise rights under this Agreement are as identified below, provided however, the rights of all Key Affiliates shall expire as of the earlier of (i) the date the Agreement expires or is terminated, or (ii) February 28, 1998, unless otherwise extended by MS. In the event MS does not extend Key Affiliate's authorization to exercise rights under this License Agreement beyond February 28, 1998, MS will engage in good faith negotiations to enter into an OEM license agreement with the appropriate "Regional Business Unit" for the same Products licensed by COMPANY as under this License Agreement, the performance of which MS may require to be guaranteed by COMPANY. If the OEM license agreement is not concluded by February 28, 1998, MS shall extend Key Affiliate's authorization to exercise rights under this License Agreement to the extent reasonably necessary to conclude negotiation and documentation for such OEM license agreement, but not to exceed one month. The parties shall agree to revise the Business Terms Document accordingly.

| Regional Business Unit                                                                                                                      | Affiliated COMPANY Subsidiaries                                                                                                                                                                          | Key Affiliates                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Acer America Corporation<br>2641 Orchard Parkway<br>San Jose, CA 95134, USA<br>Tel:1-408-432-6200<br>Fax:1-408-922-2933                     | None                                                                                                                                                                                                     | None                                                                                                                                                                                                                        |
| Acer Computer B.V.<br>Europalaan, 89<br>5232 BC's-Hertogenbosch<br>The Netherlands<br>Tel:31-73-6459645<br>Fax:31-73-6459699                | Acer UK Limited<br>Maddison House, Thomas Rd<br>Woburn Green HP10 0PE,<br>United Kingdom<br>Tel:44-1628-533422<br>Fax:44-1628-524071                                                                     | None                                                                                                                                                                                                                        |
|                                                                                                                                             | Acer Computer France S.A.R.L.<br>Paris Nord II<br>209, Avenue des Nations<br>B.P. 40005 Tremblay en France<br>95911 Roissy Charles de Gaulle Cedex<br>France<br>Tel:33-1-4817-4040<br>Fax:33-1-4817-4089 |                                                                                                                                                                                                                             |
|                                                                                                                                             | Advanced Information (Europe) B.V.<br>Eimweg, Geldmolenweg 1<br>5032 MN Tilburg<br>The Netherlands<br>Tel:31-13-462-5170<br>Fax:31-13-462-5180                                                           |                                                                                                                                                                                                                             |
| Acer Computer GmbH<br>Kornkamp 4<br>22923 Ahrensburg<br>Hamburg, Germany<br>Tel:49-4102-488-0<br>Fax:49-4102-482-101                        | None                                                                                                                                                                                                     | None                                                                                                                                                                                                                        |
| Acer Computer International Ltd.<br>438-Alexandra Road, #17-01<br>Alexandra Point<br>Singapore-119958<br>Tel:65-274-7778<br>Fax:65-276-3588 | Acer Korea Co., Ltd<br>#831 Daeyoung Building<br>44-1 Yuido-Dong, YoungDeungPo-Ku<br>Seoul, South Korea<br>Tel:82-2-7846899<br>Fax:82-2-7846897                                                          | Wipro Acer Ltd<br>88, Mahatma Gandhi Road,<br>Bangalore-560 001,<br>India<br>Contact Person:<br>Mr. V Anantharaman<br>Tel:91-80-5588422<br>Fax:91-80-5586657                                                                |
|                                                                                                                                             | Acer Global Incorporated<br>303, Sec. 1, Chung Hsa S. Road,<br>Hsin-Wu, Tao-Yuan<br>Taiwan, R.O.C.<br>Tel:886-3-4775553<br>Fax:886-3-4773064                                                             | SV-Acer Co., Ltd.<br>SOVA Tower Building-18 <sup>th</sup> Floor<br>900/9 Rama 3 Road, Bangpoo-pang<br>Yamaewa, Bangkok 10120<br>Thailand<br>Contact Person:<br>Mr. Lee Kim Hunt<br>Tel:662-662-682-6111<br>Fax:662-682-6323 |



|  |                                                                                                                                                                                |                                                                                                                                                                                                                      |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Acer Computer (Singapore) Pte Ltd<br/>438 Alexandra Road, #04-01/04<br/>Alexandra Point<br/>Singapore, 119958<br/>Tel:65-2747778<br/>Fax:65-274-9925</p>                    | <p>PT. Metrodata Electronics<br/>Wisma Metropolitan I, 16F<br/>Jl Jend. Sudirman Kav. 29-31<br/>Jakarta 12920<br/>Indonesia<br/>Contact Person:<br/>Mr. Bobby Arifin<br/>Tel:61-21-5705996<br/>Fax:61-21-5705988</p> |
|  | <p>Acer Japan Corporation<br/>5F, Sumitomo Gotanda Building<br/>7-7-1, Nishi-Gotanda, Shinagawa-ku<br/>Tokyo 141, Japan<br/>Tel:81-3-5434-7373<br/>Fax:81-3-5434-7533</p>      | <p>Eurocom Marketing (1986) Ltd<br/>2 DOV Friedman Street,<br/>Ramat Gan, Israel<br/>Contact Person:<br/>Mr. Shaul Flowitzh<br/>Tel:972-3-6131010<br/>Fax:972-3-6131212</p>                                          |
|  | <p>Acer Computer (Far East) Ltd.<br/>Guangdong Investment Tower<br/>6F, 148 Connaught Road Central<br/>Hong Kong<br/>Tel:852-2528-0233<br/>Fax:822-2528-0593</p>               | <p>Upon International Corp.<br/>1651 Paz M. Quason St.,<br/>Paco, Manila<br/>Philippines<br/>Contact Person:<br/>Mr. Ricardo Lee<br/>Tel:632-522-0531<br/>Fax:632-522-0592</p>                                       |
|  | <p>Acer Sales &amp; Service Sdn Bhd<br/>Level 17 Menara Lian<br/>163 Jalan Ampang<br/>50450 Kuala Lumpur, Malaysia<br/>Tel:60-3-466-3223<br/>Fax:60-3-466-2388</p>             | <p>İhsan Bilgi Sistem A.Ş.<br/>Sokakyolu Caddesi, No:62<br/>81120 Yenimahalle, KADIKÖY<br/>İstanbul<br/>Turkey<br/>Contact Person:<br/>Mr. Murat Akgiray<br/>Tel:90-216-317-9650<br/>Fax:90-216-371-9661</p>         |
|  | <p>Acer Computer New Zealand Ltd.<br/>11 Mandira Avenue<br/>East Tamaki, PO Box 58467<br/>Greenmount<br/>Auckland<br/>Tel:64-9-273-9999<br/>Fax:64-9-273-9990</p>              |                                                                                                                                                                                                                      |
|  | <p>Acer Computer (M.E.) Ltd.<br/>P. O. Box 16951,<br/>Jebel Ali Free Zone,<br/>Dubai,<br/>United Arab Emirates<br/>Tel:971-4-836663<br/>Fax:971-4-836664</p>                   |                                                                                                                                                                                                                      |
|  | <p>Acer Computers Australia Pty. Ltd.<br/>Tower A, Level 3,<br/>112-118 Talavera Rd.<br/>North Ryde, NSW 2113,<br/>Australia<br/>Tel:61-2-9870 1999<br/>Fax:61-2-9878 6227</p> |                                                                                                                                                                                                                      |
|  | <p>Acer CIS Incorporated<br/>Inward Processing Operation<br/>Lastajärvenkatu 53420<br/>Lappeenranta Finland<br/>Tel:358-5-613-7300.<br/>Fax:358-5-613-7313</p>                 |                                                                                                                                                                                                                      |
|  | <p>Acer Africa (Pty) Ltd.<br/>Unit 12A, Pretoria Main Road &amp; Tonetti<br/>Street<br/>Halfway House<br/>Private Bag X28<br/>Halfway House 1685</p>                           |                                                                                                                                                                                                                      |

|                                                                                                                                                                        |                                                                                                                                                              |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
|                                                                                                                                                                        | South Africa<br>Tele:2711-314-2807<br>Fax:2711-314-2740                                                                                                      |      |
|                                                                                                                                                                        | Acer Computer International CIS<br>14 Chupayevsky Perevolok SF<br>Moscow Russia 125252<br>Tel:7-095-258-4400<br>Fax:7-095-258-4401                           |      |
| Acer Computer Latino America S.A.<br>DE<br>Berrueta No. 25,<br>Col. Nonoalco Miramar<br>Tel:525-627-9400<br>Fax:525-627-9401                                           | Acer Latin America, Inc.<br>1701 N. W. 87 Ave.<br>Miami, FL 33172, USA<br>Tel:1-305-392-7000<br>Fax:1-305-477-5963                                           | None |
|                                                                                                                                                                        | Ciudad Importaciones S.A.<br>Antonia Varas 754, Casilla 972<br>Santiago De Chile, Chile<br>Tel:562-200-9300 or 9301<br>Fax:562-200-9310                      |      |
|                                                                                                                                                                        | Acer Computera Colombia<br>Cra. 129 # 29-57<br>Bodegas 41-42-43Bogota, Colombia.<br>Tel:571-418-1301<br>Fax:571-418-1510                                     |      |
|                                                                                                                                                                        | Acer Argentina<br>Marcos Sastre 3620, Campanhey<br>Buenos Aires 1605, Argentina.<br>Tel:541-763-1111<br>Fax:541-763-0222                                     |      |
|                                                                                                                                                                        | Acer de Venezuela<br>Calle THUNA Edificio ACER<br>(Antiguo Edif. Tema Films)<br>Bolivia, Norte<br>Caracas, Venezuela<br>Tel:582-232-3341<br>Fax:582-232-8277 |      |
|                                                                                                                                                                        | Acer Peru S.A.<br>Calle Paz Soldan 170, CP 502-505<br>San Isidro, Lima, Peru<br>Tel:511-442-3505<br>Fax:511-441-2592                                         |      |
|                                                                                                                                                                        | ACER DO BRASIL LTDA.<br>Avenida Juru 314<br>06400-000 Alphaville<br>Centro Empresarial Barueri<br>S.P. Brasil<br>Tel:5511-7295-1654<br>Fax:5511-7295-1515    |      |
| Acer Seritek Incorporated<br>11-15F, 135 Sec. 2, Chien Kuo N. Rd.<br>Taipei, Taiwan, ROC<br>Contact Person:<br>Mr. Scott Liu<br>Tel:886-2-5016055<br>Fax:886-2-5012521 | None                                                                                                                                                         | None |
| Acer Market Services Ltd.<br>Unit 1, 6/F. Hing Wah Center,<br>No. 82-84, To Kwa Road<br>Kowloon, Hong Kong<br>Tel:852-2764-3830<br>Fax:852-2774-1691                   | None                                                                                                                                                         | None |

|                                                                                                                                                                                                   |                                                                                                                                                                     |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>Acer Information Products<br/>(Philippines), Inc.<br/>Building 212D<br/>Argonni Highway,<br/>Cubi Point subic Bay Freeport<br/>Philippines<br/>Tel: 63-47-252-6220<br/>Fax: 63-47-252-6223</p> | <p>All Technologies Inc.<br/>12 Zane Gray Blvd.<br/>El Paso TX 79906<br/>U.S.A.<br/>Tel: 915-783-6376<br/>Fax: 915-783-6366</p>                                     | <p>None</p> |
|                                                                                                                                                                                                   | <p>All Technologies Inc.<br/>Canadian Division 5775 McLaughlin Rd.,<br/>Mississauga, Ontario L5R 3P7<br/>Canada<br/>Tel: 1-905-602-3208<br/>Fax: 1-905-602-7799</p> |             |

**EXHIBIT D**  
**BRAND NAMES AND TRADEMARKS**

**COMPANY AND COMPANY SUBSIDIARIES BRAND NAMES AND TRADEMARKS**

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

**THIRD PARTY BRAND NAMES AND TRADEMARKS**

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

**EXHIBIT N2**  
**ADDITIONAL ADDRESSES**

**COMPANY:**

**BILL TO:**

Mr. Simon Lin  
ACER INCORPORATED  
21F, 88, Sec. 1  
Hsin Tai Wu Rd., Hsichih,  
TAIPEI HSIEN 221 22100  
TAIWAN

Telephone: 886-2-6961234  
Fax: 886-2-696-1777

**SHIP TO:**

Mr. Simon Lin  
ACER INCORPORATED  
21F, 88, Sec. 1  
Hsin Tai Wu Rd., Hsichih,  
TAIPEI HSIEN 221 22100  
TAIWAN

Telephone: 886-2-6961234  
Fax: 886-2-696-1777

William Lu  
ACER COMPUTER INTERNATIONAL LTD.  
438 Alexandra Road, #17-01  
Alexandra Point  
SINGAPORE 119958

Telephone: 65-274-7778  
Fax: 65-276-3588

Teddy Lu  
ACER COMPUTER B.V.  
Europaleen, 89  
S132 BC's-Hertogenbosch  
1000 The Netherlands  
NETHERLANDS

Telephone: 31-73-6459645  
Fax: 31-73-6459699

Max Wu  
ACER AMERICA CORPORATION  
2641 Orchard Parkway  
San Jose, CA 95134  
USA

Telephone: 1-408-432-6200  
Fax: 1-408-922-2933

Mario Teuffel  
ACER LATIN AMERICA, INC.  
1701 N.W. 87 Ave.  
Miami, FL 33172  
USA

Telephone: 1-305-392-7000  
Fax: 1-305-477-5963

43  
**CONFIDENTIAL**

Microsoft OEM License Agreement for Desktop Operating System Products, #5111170057-4 dated December 1, 1997, between MICROSOFT CORPORATION and ACER INCORPORATED

AAC 002265  
Confidential

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
LV Cases, J.C.P.P No. 408, CA  
Superior Court, San Francisco

## MICROSOFT GENERAL OEM BUSINESS TERMS

#51117003 dated December 1, 1997

with ACER INCORPORATED, a corporation of Taiwan

## OVERVIEW.

(a) This General OEM Business Terms document ("Business Terms Document") sets forth general business terms and conditions that the parties contemplate will apply to any License Agreement(s) (as hereinafter defined) that Microsoft Corporation, a Washington, U.S.A. corporation ("MS") may enter into between the date first set forth above and December 31, 2000 with the company specified above ("COMPANY") or with a "COMPANY Subsidiary" (as defined in Section 1 below). The parties contemplate that for administrative convenience, MS and a COMPANY Subsidiary may sign a separate General OEM Business Terms document ("Subsidiary BID") that is substantially identical to this Business Terms Document, with such changes as may be reasonably necessary to reflect that COMPANY Subsidiary is a subsidiary of COMPANY which may be incorporated under the laws of a different jurisdiction than COMPANY, provided however, the Subsidiary BID shall not include provisions regarding limited exercise of rights by "Key Affiliates," except upon agreement with MS at such time. The parties further contemplate that the Subsidiary BID shall be revised as may be reasonably necessary to reflect all applicable changes made to this Business Terms Document from time to time by COMPANY and MS.

(b) Microsoft Corporation anticipates that it will transfer its OEM licensing operations to its wholly owned subsidiary, Microsoft Licensing, Inc., a Nevada, U.S.A. corporation, on or about December 31, 1997. From and after such transfer, all references to "MS" contained in this Business Terms Document and any License Agreement(s) (as defined below) shall refer to Microsoft Licensing, Inc. Microsoft Corporation will notify COMPANY of the assignment of the License Agreement(s) to Microsoft Licensing, Inc. For shipments of Product(s) after the date of assignment, COMPANY will report to and make royalty payments to Microsoft Licensing, Inc., at the address provided by Microsoft Corporation or Microsoft Licensing, Inc.

(c) This Business Terms Document does not grant any license rights to any MS products. This Business Terms Document shall have no force or effect except if and as incorporated into a License Agreement by agreement of the parties.

## 1. DEFINITIONS.

(a) "Associated Product Materials" or "APM" shall mean a certificate of authenticity, an end user license agreement, a product registration card, and/or other materials designated by MS from time to time which COMPANY may acquire from an Authorized Replicator.

(b) "Authorized Replicator" shall mean a third party approved by MS from which COMPANY may acquire Product(s) reproduced in accordance with MS specifications. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY from time to time of changes to the list.

(c) "COMPANY Subsidiary" shall mean a company listed in Exhibit X, 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 directly owned by COMPANY, but only so long as such ownership exists.

(d) "Customer System" shall mean COMPANY's computer system product(s) described in the Exhibit(s) C to the License Agreement for the Product. Unless otherwise expressly specified in the applicable Exhibit C, a Customer System shall

be an assembled computer system which (i) is configured for use only by a single user; (ii) is designed to use a video display and keyboard; and (iii) includes at least a CPU, a motherboard, a hard disk drive, a power supply, and a case. Unless otherwise provided in applicable Exhibits C or D to the License Agreement, Customer Systems shall be marketed and distributed only under a brand name which includes COMPANY's name.

(e) "EULA" shall mean the end user license agreement for the Product which shall consist of the applicable license and warranty terms for the specific Product as determined by MS. The EULA shall be available from the Authorized Replicator.

(f) "Initial Term" shall mean the term of the License Agreement as set forth in the Term section of this License Agreement as of the License Effective Date. The Initial Term shall not include any extension to the term of this License Agreement unless expressly agreed in writing by the parties.

(g) "License Effective Date" shall mean date specified as such in the License Agreement.

(h) "License Agreement(s)" shall mean the separate License Agreement(s) between MS and COMPANY, which set forth the specific license and terms for specific Product(s), and which reference this Business Terms Document.

(i) "MSCORP" shall mean Microsoft Corporation, a Washington, U.S.A. corporation.

(j) "Period" shall mean a period described in Exhibit B to the License Agreement, if any, such as the "First Period."

(k) "Preinstalled Product Software" shall mean the Product software installed in ROM or on a hard disk in accordance with the terms and conditions of the License Agreement and the instructions contained in the Product Deliverables.

(l) "Product" shall mean the copyrighted and/or patented MS product(s) (including, where applicable, Product software in object code form, Product end user documentation, APM, and Product hardware) identified in the Exhibit(s) C to the License Agreement(s). Only those Product(s) for which Customer Systems and royalty rate(s) or, in the case of Product hardware, price(s) are specified in the applicable Exhibit C to the License Agreement are licensed under the License Agreement.

(m) "Product Deliverables" shall mean (i) Product software in object code form, if applicable; (ii) installation utilities and related documentation, if applicable; (iii) a single copy of Product end user documentation; (iv) one or more units of Product hardware, if applicable; and (v) any other deliverables identified in Exhibit C to the License Agreement or otherwise identified by MS as Product Deliverables.

(n) "Product Release" shall mean a release of Product which MS designates as a change in the digit(s) to the left of the decimal point in the Product version number [(x).y.z] or a change in the annual identifier (e.g., 96 or 1996). Any Product for which no version designation is listed in the applicable Exhibit C to the License Agreement shall be deemed to be version "1.0."

(o) "Reporting Period" shall mean the interval described in the Royalty Reports and Payments Section of the License Agreement for which COMPANY shall submit its royalty reports and payments.

HIGHLY CONFIDENTIAL UNDER  
PROTECTIVE ORDER Microsoft  
I-V Cases, J.C.P.P. No. 408, CA  
Superior Court, San Francisco

CONFIDENTIAL

11/17/97 Business Terms Document

51117003-9 Form 2.4.52

Acer Contract No. 861045.

AAC 002266  
Confidential

ACER 000829

documents, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

(d) If any provision of the License Agreement or license of any particular Product shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions and license for remaining Product(s), as applicable, shall remain in full force and effect.

(e) No waiver of any breach of any provision of the License 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) COMPANY shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for COMPANY's performance under the License Agreement.

(g) Product may be imported, distributed, or sold in or to a country or territory only if allowed by, and in compliance with, all applicable laws and regulations of such country or territory as well as all terms and conditions of the License Agreement. COMPANY acknowledges that versions of certain Products not localized for a specific market may be prohibited or subject to import and distribution procedures or restrictions under such laws and regulations. By way of example only, as of July 1, 1997, the U.S.A. English version of Microsoft Excel 97 cannot be distributed to or for use in India, and games, entertainment products and products with substantial amounts of video, graphics or similar content may be prohibited or subject to specific import procedures under laws of the People's Republic of China. COMPANY agrees to indemnify MS from and against all damages, costs and expenses (including reasonable attorneys' fees) incurred by MS in connection with any and all claims, demands or actions arising from COMPANY's importation or distribution of a Product in or to a country or territory not in compliance with the laws and regulations of such country or territory.

(h) Any Product which COMPANY distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities (the "Government"), shall be provided with RESTRICTED RIGHTS in accordance with DEARS 252.227-7013(c)(1)(ii), or as set forth in the particular department or agency regulations or rules, or particular contract which provide MS equivalent or greater protection.

18. EXHIBITS.

The following Exhibits are part of this Business Terms Document:

- Exhibit F - Supplement Rights
- Exhibit L - Language Versions Key
- Exhibit N1 - Addresses
- Exhibit R - Sample Royalty Report
- Exhibit X - Company Subsidiaries

The terms of the attached Exhibit(s) shall supersede any inconsistent terms contained in this Business Terms Document.

MICROSOFT CORPORATION

ACER INCORPORATED

By (Signature)

By (Signature)

Name (Print)

Simon Lin

Title

Name (Print)

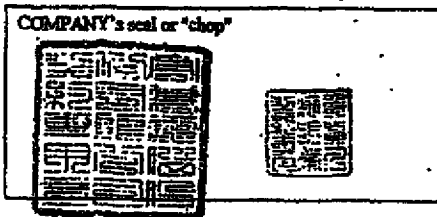
President & CEO, IPG

Date

Title

December 4, 1997

Date



G