MICROSOFT LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEM PRODUCTS

#5121090849 dated January 1, 2000

with FUJITSU SIEMENS COMPUTERS GMBH, a corporation of Germany

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

I. INCORPORATION OF BUSINESS TERMS DOCUMENT.

This License Agreement hereby incorporates by reference all of the terms of the Microsoft General OEM Business Terms Document dated January 1, 2000, Number 5121090848 between MS and COMPANY, as may be revised from time to time during the term of this License Agreement by agreement of the parties ("Business Terms Document"). In the event of any inconsistencies between this License Agreement and the Business Terms Document, the terms of this License Agreement shall control.

II. LICENSE GRANT.

(a) Subject to limitations in, and COMPANY's compliance with, this License Agreement, MS grants to COMPANY a non-exclusive, limited license to:

(i) Install and distribute up to two (2) copies of Preinstalled Product Software, the second copy of which if installed and distributed, shall be placed in ROM or on a separate hard disk partition for recovery purposes in accordance with the specifications for recovery media in the Microsoft OEM Custom Recovery Resource Guide or its successor document (as expressly identified by MS); and

(ii) distribute the following:

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

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

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

in each case only with those Customer System(s) identified on Exhibit(s) C as licensed for the particular Product(s) and only inside the Customer System package(s).

(b) COMPANY's license shall extend to any 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 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.

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

(iii) 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 APM.

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

(f) All distribution and use of the Product is by license only. MS does not authorize all or any portion of the Product to be "issued to the public", "put into circulation", or subject to a "first sale" as the copyright laws may use those (or similar) terms. 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.

(g) 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 rights 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 rights 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 AND REPORTING TERMS.

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

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

(b) COMPANY's royalty reports shall be in the royalty report format in Exhibit R1 or other formats as MS may provide from time to time and shall specify royalties for each Product version described in Exhibit(s) C in the License Agreement.

(c) COMPANY agrees that MS may, in its sole discretion, change the Billing Type for Product(s) described in Exhibit(s) C upon sixty (60) days written notice to COMPANY. If COMPANY has inventory of Product(s) at the time of such transition, COMPANY shall submit a report detailing such Product(s) in inventory including the number of units, name(s), version number(s), and other information as MS may ...

Invoice COMPANY for such Prod... s and the invoice shall be due in accordance with Section 3(e)(i)(A) of the Business Terms Document.

(d) For royalties due in accordance with Section 3(e)(i)-(ii) of the Business Terms Document, COMPANY shall make payments to MS within forty-five (45) days of the date of MS' invoice.

IV. LICENSE TERM.

The term of this License Agreement shall run from the License Effective Date until one (1) year.

V. ENTIRE AGREEMENT.

Upon execution by both parties, this License Agreement together with the Business Terms Document as incorporated herein shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

VI. EXHIBITS.

The following Exhibits are part of this License Agreement:

Exhibit C1 - Windows Desktop Families
Attachment to Exhibit C1 Discounts Earned Pursuant to Cooperative Market Development Agreement(s)
Attachment to Exhibit C1 - Windows NT Workstation Mix Model Discount
Exhibit C3 - Desktop Operating System
Attachment to Exhibit(s) C - Dual Installation Option
Exhibit C6 - Multiple Product Versions Preinstallation Kit
Exhibit C8 - Windows 2000 Professional Upgrade (READY PC Program)
Exhibit D - Brand Names and Trademarks
Exhibit N2 - Additional Addresses
Exhibit R1 - Royalty Report

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

2
CONFIDENTIAL

NOTICE:

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

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

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

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

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

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

MICROSOFT LICENSING, INC.

By (Signature): *David Kaye*

Name (Print): **David Kaye**

Title: **OEM Accounting Manager**

Date: 2-25-00

FUJITSU SIEMENS COMPUTERS GMBH

by (Signature): _____

Name (Print): Director Purchasing

Title: 10.2. 2000

By (Signature): _____

Name (Print): Director La SV

Title: 15.2. 2000

COMPANY's seal or "chop"

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

EXHIBIT C1
WINDOWS DESKTOP FAMILIES

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® Windows® Business Family		(17), (1001), (1002)	US$129.50 ⟨15.50⟩ mNA	Per System	90,000	
Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version)	CS, DA, DE, EL, EN, ES, FI, FR, HU, IT, JA, KO, NL, NO, PL, RU, SL, SV, TH, TR, XC, XT, XZ, ZH	(18), (20), (26), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above 114.00			Type II
Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) (China English)	EN	(18), (20), (26), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows NT® Workstation Version 4.0 (1-2 Processor Version) with Hebrew Language Support	EN	(18), (20), (26), (27), (28), (29), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above 129.50-15.50 mNA - 114.00			Type II
Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version)	CS, DA, DE, EL, EN, ES, FI, FR, HU, IT, JA, KO, NL, NO, PL, RU, SL, SV, TH, TR, XC, XT, XZ, YL, ZH	(18), (20), (26), (27), (28), (29), (30), (31), (313), (342), (344), (345)	US$194.25 In Addition to the Royalty Specified for the Family Above 194.75 + 129.50 - 15.50 = 308.75			Type II
Microsoft® Windows NT® Workstation Version 4.0 (1-4 Processor Version) with Hebrew Language Support	EN	(18), (20), (26), (27), (28), (29), (30), (31), (313), (342), (344), (345)	US$194.25 In Addition to the Royalty Specified for the Family Above			Type II —
Microsoft® Windows® 2000 Professional (1-2 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), (26), (27), (28), (29), (30), (31), (313), (342), (344)	Royalty Specified for the Family Above 129.50-15.50 mNA - 18.00 Wm NT = 96.00			Type II
Microsoft® Windows® 2000 Professional (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), (26), (27), (28), (29), (30), (31), (313), (342), (344)	US$194.25 In Addition to the Royalty Specified for the Family Above	thru 3/31/01		Type II

mNA 2001 = 10.80

mNA 2000 = $15.50
Wm NT discount to 7/31/60 = $5.00 --

CONFIDENTIAL

Microsoft® Windows® Home and Consumer Family		(17), (1001), (1002)	US$67.50	Per Sy:	200,000	
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, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SL, SV, TH, TR, XT, XZ, YL, ZH	(26), (21), (24), (25), (26), (30), (31), (52), (343), (347)	Royalty Specified for the Family Above 67.50			Type II
Microsoft® Windows® 95	AR, CA, CS, DA, DE, EL, EN, ES, EU, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SK, SL, SV, TH, TR, VL, XC, XT, ZH	(18), (19), (20), (26), (30), (31), (342), (343), (345), (346)	Royalty Specified for the Family Above 67.50			Type II
Microsoft® Windows® 98 (Second Edition)	AR, CA, CS, DA, DE, EL, EN, ES, EU, FI, FR, HU, IT, IW, JA, KO, NL, NO, PL, PT, RU, SK, SL, SV, TR, XC, XT, ZH	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Bulgaria English)	EN	(18), (19), (20), (26), (30), (31), (313), (343), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Croatia	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Windows® 98 (Czech English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (India English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Indonesia English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Philippines English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above	—		Type II
Microsoft® Windows® 98 (Romania English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Ukraine English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Ukraine Russian)	RU	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II
Microsoft® Windows® 98 (Vietnam English)	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II

CONFIDENTIAL

Microsoft® Windows® 98 with Thai Language Support	EN	(18), (19), (20), (26), (30), (31), (313), (342), (344), (345)	Royalty Specified for the Family Above			Type II

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

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

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

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

WINDOWS 2000 PROMOTIONAL DISCOUNT

The royalty for Windows 2000 Professional Product(s) licensed in the Product table above is subject to a promotional discount of Eighteen Dollars (US$18.00) per unit from the Effective Date until the earlier of the date of expiration or termination of the License Agreement, or March 31, 2001.

INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US$0), 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) may appear. Section numbering may not be consecutive.)

(17) COMPANY may not distribute more than one (1) of the Products or combinations of Products listed in the Family table above with each licensed Customer System. COMPANY's report shall separately indicate the quantity of each such Product or combination of Products that COMPANY distributes.

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

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

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

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

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

6

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

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

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

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

(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) COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the OEM Preinstallation Kit included in the Product Deliverables ("OPK"). COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK and for no other purpose. Other than as specified in the OPK, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance.

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

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

(26) (a) Notwithstanding anything to the contrary in Section 11 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 ...ading.

(a) Intentionally left blank.

7

(d) 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.

(f) In lieu of the above Additional Provision 26 (a) – (e), for Windows 2000 Professional COMPANY may use the MUI Supplement for such Product.

(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 \I386 directory, \support directory (except \support\opk \support\hqtool and \support\nssitool subdirectories), and \drv\lib directory contained in the OPK on the hard disk drive of each Customer System distributed with the Product.

(c) Customer Systems distributed with multiple language versions preinstalled with a MPI tool approved by MS and which are preinstalled pursuant to Additional Provision (26) above, shall not be subject to the provisions of Additional Provision 28 (b)

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

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

(31) COMPANY may not distribute more than one Windows operating system with the same Customer System.

(32) (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".

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

(34) The Certificate of Authenticity ("COA") for this Product will be made available in a sticker format. When available from the Authorized Replicator, COMPANY shall affix the COA sticker to the front, back, or side of each Customer System chassis in an easily accessible location. If the Customer System is a laptop computer, COMPANY may alternatively affix the COA sticker to the bottom of the system chassis.

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

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

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

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

(c) If COMPANY wishes to re-lease or sell a previously leased Customer System or transfer ownership of a leased Customer System to a Lessee, COMPANY may re-lease, sell or transfer such Customer System with copies of the Product, APM and related materials originally included with such Customer System for no additional royalty to MS. Alternatively, COMPANY may reinstall the Customer System with a later Product Release of the Product or a different Product for which this Additional Provision applies on such Customer System, subject to the royalty obligations and terms set forth in the License Agreement and this Additional Provision. If COMPANY elects to install a later release or alternative Product, COMPANY shall destroy and keep records of the destruction of, the external media, APM and related materials for the Product originally included with such Customer System. COMPANY's Leasing Agent's ability to perform any of the activities contemplated by this sub-provision (c), shall be contingent on qualification of such Leasing Agent as an authorized Third Party Installer, in accordance with Exhibit I, if and as attached to the Business Terms Document.

8

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

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

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

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

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

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

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

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

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

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

(1001) If the same Customer System is licensed for Microsoft Windows Business Family or Microsoft Windows Home and Consumer Family on a per system basis COMPANY shall be relieved of its obligation to pay the royalty for both Microsoft Windows Business Family or Microsoft Windows Home and Consumer Family provided that (I) COMPANY does not ship more than one (1) version of either Microsoft Windows Business Family or Microsoft Windows Home and Consumer Family, with such Customer System; (ii) COMPANY installs one (1) version of Microsoft Windows Business Family or Microsoft Windows Home and Consumer Family, on such Customer System, and (iii) COMPANY reports and pays MS the royalty due for the version of, installed on such Customer System. In the event neither Microsoft Windows Business Family or Microsoft Windows Home and Consumer Family is shipped with a particular Customer System licensed for such Products, COMPANY shall pay the Microsoft Windows Home and Consumer Family royalty listed in Exhibit C1 for such Customer System.

(1002) MS shall give notice to COMPANY sixty days (60) prior to any revision to the Microsoft OEM Custom Recovery Resource Guide or its successor document (as expressly identified by MS) which modifies or changes COMPANY's obligations thereunder.

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.).

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

Product Number Key:

Product #	Legal Name
13228	Microsoft® Windows® Business Family
13229	Microsoft® Windows® Home and Consumer Family

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

CUSTOMER SYSTEM TABLE

Model Name/Model Number	Processor	13228	13229	Applies to:
LifeBook B-xxxx BSnnn	x86 Compatible	S	S	ABG (PCS)
LifeBook C-xxxx BSnnn	x86 Compatible	S	S	ABG (PCS)
LifeBook E-xxxx BSnnn	x86 Compatible	S	S	ABG (PCS)
LifeBook S-xxxx BSnnn	x86 Compatible	S	S	ABG (PCS)
LifeBook X-7xxx BSnnn	x86 Compatible	S	S	ABG (PCS)
LifeBook xxxxx BSnnn	x86 Compatible	S	S	ABG (PCS)
PX 200 BSnnn	x86 Compatible	S	S	ABG (PCS)
PX 600 BSnnn	x86 Compatible	S	S	ABG (PCS)
PX 800 BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC 3xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC 4xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC 5xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC 6xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC 8xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC eB BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC eD BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC eL BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC eT BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Mobile 3xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Mobile 5xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Mobile 7xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Mobile 8xx BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Pro C BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Pro D BSnnn	x86 Compatible	S	S	ABG (PCS)

10

CONFIDENTIAL

Model Name/Model Number	Processor	13228	13229	plies to:
SCENIC Pro M BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Pro Net BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC xB BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC xD BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC xL BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC xS BSnnn	x86 Compatible	S	S	ABG (PCS)
SCOVERY xS BSnnn	x86 Compatible	S	S	ABG (PCS)
SCOVERY xxx BSnnn	x86 Compatible	S	S	ABG (PCS)
Xpert 7xxx BSnnn	x86 Compatible		S	ABG (PCS)
Xpert 8xxx BSnnn	x86 Compatible		S	ABG (PCS)
SCENIC Edition D BSnnn	x86 Compatible	S	S	ABG (PCS)
SCENIC Edition M BSnnn	x86 Compatible	S	S	ABG (PCS)
(Siemens) Multimedia	x86 Compatible		S	Kilo/Soemmerda
Businessline	x86 Compatible		S	Kilo/Soemmerda
COM	x86 Compatible		S	Kilo/Soemmerda
Cordant Client	x86 Compatible		S	Kilo/Soemmerda
Cordant WS	x86 Compatible		S	Kilo/Soemmerda
Easyline	x86 Compatible		S	Kilo/Soemmerda
ErgoPro e-, x- Series	x86 Compatible		S	Kilo/Soemmerda
Euroline	x86 Compatible		S	Kilo/Soemmerda
Family PC	x86 Compatible		S	Kilo/Soemmerda
Goldspazz	x86 Compatible		S	Kilo/Soemmerda
GS3000	x86 Compatible		S	Kilo/Soemmerda
MagicStudio	x86 Compatible		S	Kilo/Soemmerda
Megamedia	x86 Compatible		S	Kilo/Soemmerda
Myrica Series	x86 Compatible		S	Kilo/Soemmerda
r-PC	x86 Compatible		S	Kilo/Soemmerda
Scape	x86 Compatible		S	Kilo/Soemmerda
Third Series	x86 Compatible*		S	Kilo/Soemmerda
TechCL	x86 Compatible		S	Kilo/Soemmerda
Trend Series	x86 Compatible		S	Kilo/Soemmerda
Valiant	x86 Compatible		S	Kilo/Soemmerda
ValuePlus	x86 Compatible		S	Kilo/Soemmerda
ValueVision	x86 Compatible		S	Kilo/Soemmerda
Piesola	x86 Compatible		S	Kilo/Soemmerda
Lifebook C series	x86 Compatible		S	Kilo/Soemmerda
Lifebook E series	x86 Compatible		S	Kilo/Soemmerda
Lifebook L series	x86 Compatible		S	Kilo/Soemmerda
Lifebook B series	x86 Compatible		S	Kilo/Soemmerda
Cordant WEB	x86 Compatible		S	Kilo/Soemmerda
Magic Game	x86 Compatible		S	Kilo/Soemmerda
Litchine	x86 Compatible		S	Kilo/Soemmerda
Combit	x86 Compatible		S	Kilo/Soemmerda
SilverLine	x86 Compatible		S	Kilo/Soemmerda
Scenic eT-series	x86 Compatible		S	Kilo/Soemmerda
Scenic eD-series	x86 Compatible		S	Kilo/Soemmerda
Scenic eL-series	x86 Compatible		S	Kilo/Soemmerda
Lifebook X-Series	x86 Compatible		S	Kilo/Soemmerda
Lifebook S-Series	x86 Compatible		S	Kilo/Soemmerda
Freeline	x86 Compatible		S	Kilo/Soemmerda
Scenic X-Series	x86 Compatible		S	Kilo/Soemmerda
Scenic eB-Series	x86 Compatible		S	Kilo/Soemmerda

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Model Name/Model Number	rocessor	13228	13229	plies to:
Sunlight	x86 Compatible		5	Kilo/Soemmerda
Y-line	x86 Compatible		5	Kilo/Soemmerda
Netline	x86 Compatible		5	Kilo/Soemmerda
Interra	x86 Compatible		5	Kilo/Soemmerda

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).

ATTACHMENT TO EXHIBIT C1

DISCOUNTS EARNED PURSUANT TO COOPERATIVE MARKET DEVELOPMENT AGREEMENT(S)

(a) This Attachment does not entitle COMPANY to receive the discounts described herein. Such discounts must be earned pursuant to a current valid Cooperative Market Development and Support Agreement dated as of January 1, 2000("MDA") between MS and COMPANY (or between COMPANY and MSCORP, as assigned to MS).

(b) COMPANY and MS anticipate that COMPANY will earn a discount effective January 1, 2000 ("MDA-99 Discount") under its "Cooperative Market Development and Support Agreement for Microsoft Windows Desktop Operating System Products" (the "Windows Products MDA") with MS. The amount of such discount will be determined and communicated in early calendar year 2000.

(c) The MDA-99 Discount shall be applied to COMPANY's royalty rates under the License Agreement as follows:

(1) COMPANY's royalty rate(s) for the Windows Desktop Families shall each be calculated by the formula Royalty = S - D, where "S" is the royalty rate(s) listed in Product Table of the Exhibit C and "D" is the MDA-99 Discount.

(2) After expiration of the MDA-99 Discount on December 31, 2000, COMPANY's royalty rate(s) shall be increased by the amount of the MDA-99 Discount, except as otherwise provided below.

(d) In the event that COMPANY fails to continue to successfully perform any Milestone(s) under the Windows Products MDA, MS may terminate the portion of the MDA-99 Discount corresponding to such Milestone(s), and thereafter COMPANY's royalty rate(s) shall be increased by the amount of such terminated discount.

(e) If the term of this Attachment extends beyond December 31, 2000, and if COMPANY and MS enter into another MDA which entitles COMPANY to receive a royalty discount for calendar year 2001, the discount for the Products covered by such MDA shall be effective the later of January 1, 2001, or the date such royalty discounts are determined to be effective in accordance with such MDA.

(f) COMPANY's license to distribute Microsoft Windows for Workgroups Version 3.11 shall in no event extend beyond March 31, 2000, and COMPANY's license to distribute Microsoft Windows 95 shall in no event extend beyond December 31, 2000. Accordingly, no Cooperative Market Development and Support Agreement or any other agreement between COMPANY and MS extending beyond such dates, shall entitle COMPANY to receive any incentive discounts for Microsoft Windows 95 and Microsoft Windows for Workgroups Version 3.11.

13
CONFIDENTIAL

ATTACHMENT TO EXHIBIT(S) C1
WINDOWS NT WORKSTATION MIX MODEL DISCOUNT

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

(a) Definitions.

(i) For purposes of this Attachment, "Discount" shall mean the discount, if any, earned by COMPANY pursuant to the terms of this Attachment.

(b) Discount.

(i) COMPANY shall be eligible to receive a royalty discount as listed in the Corresponding Discount column of the table below for Windows NT Workstation Product(s) under the condition that COMPANY's shipments of Customer Systems featuring Windows NT Workstation as a percentage of total shipments of Customer Systems preinstalled with Windows Desktop Families Product(s) other than Windows 2000 Professional Products, meet or exceed the Windows NT Workstation Mix Model Percentage listed in the table below.

(ii) The Windows NT Workstation Percentage shall be calculated by the formula Percentage = N ÷ W where "N" is the number of Customer Systems featuring Windows NT Workstation, and "W" is the number of Customer Systems distributed with any Windows Desktop Families Product(s) other than Windows 2000 Professional Products

(iii) COMPANY may receive no more than one (1) Corresponding Discount for each Reporting Period.

Windows NT Workstation Percentage	Corresponding Discount
10%	US$5.00
15%	US$8.00
>20%	US$13.00

(c) Application of Discount.

The Discount shall be applied to COMPANY's royalty rates under the License Agreement as follows:

For each Reporting Period, COMPANY's effective royalty rate(s) for Windows NT Workstation Product(s) licensed as part of Windows Business Family shall be calculated by the formula Royalty = S + A - D, where "S" is the royalty rate(s) listed in the Product Table of the Exhibit C for Windows Desktop Families less any other discounts COMPANY may have earned pursuant to an agreement with MS, "A" is the additional royalty specified for the Windows NT Workstation Product (if any), and "D" is the Discount.

(d) Expiration of Discount.

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

[Additional $5.00 discount per Side Letter dated 1/1/2000
Terminated 3/31/00]

14
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EXHIBIT C2

DESKTOP OPERATING SYSTEM 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® Windows NT® Workstation Version 3.51 (1-2 Processor Version)	EN	(18), (20), (27), (28), (29), (30), (31), (55), (343).	US$138.25	Per Copy	10	Type II
Microsoft® Windows NT® Workstation Version 3.51 (1-2 Processor Version)	DE, ES, FI, FR, IT, JA, NL, NO, SV	(18), (20), (27), (28), (29), (30), (31), (55), (343).	US$150.25	Per Copy	50	Type II

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

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

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

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

WINDOWS 2000 PROMOTIONAL DISCOUNT

The royalty for Windows 2000 Professional Product(s) licensed in the Product Table above is subject to a promotional discount of Eighteen Dollars (US$18.00) per unit from the Effective Date until the earlier of the date of expiration or termination of the License Agreement, or March 31, 2001.

INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US$0), 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) may appear. Section numbering may not be consecutive.)

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

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

15
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(ii) Except as provided in (ii) low, display any content (including visual displa. r sound) from End User Boot through and including the time that the Customer system has displayed the Desktop Screen.

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

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

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

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

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

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

(26) 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.

(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 \I386 directory, \support directory (except \support\opk \support\hqtool and \support\ccxboot subdirectories), and \drvlib 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 stated in the Product Table above.

(31) COMPANY may not distribute more than one Windows operating system with the same Customer System.

(55) If a Customer System is licensed for more than one Windows operating system or operating system combination (e.g., Windows 2000 Professional, Windows 98, Windows 95, Windows for Workgroups with MS-DOS, or Windows 3.1 with MS-DOS) on a per system basis, COMPANY shall pay the royalty for the operating system Product or operating system combination Product distributed with the Customer System, or in the event no such Product is distributed with the Customer System, COMPANY shall pay the lowest royalty applicable to any such licensed operating system Product or operating system combination Product for such Customer System.

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

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16
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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 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 5400, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

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

Product Number Key:

Product #	Legal Name
12012	Microsoft® Windows NT® Workstation Version 3.51 (1-2 Processor Version)

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

CUSTOMER SYSTEM TABLE

Model Name/Model Number	Processor	12012	Applies to:
SCENIC Pro C	INTEL 186 Processors	C	ABG (PCS)
SCENIC Pro D	INTEL 186 Processors	C	ABG (PCS)
SCENIC Pro M	INTEL 186 Processors	C	ABG (PCS)
CELSIUS	INTEL 186 Processors	C	ABG (PCS)

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).

ATTACHMENT TO EXHIBIT(S) C
WINDOWS DUAL INSTALLATION OPTION

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

(1) provide a set-up utility which allows the end user to choose one, and only one of the operating systems for the Customer System;

(2) provide (i) the Product software only preinstalled on the Customer System and (ii) the Product documentation and other APM materials as set forth in the Microsoft OEM Custom Recovery Resource Guide or its successor document;

(3) pay MS the royalty for the Product 1 of the table below for the combination selected;

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

(5) in the three (3) locations listed below place a notice (translated and adapted as necessary for any jurisdiction to which COMPANY distributes the Product) that: (i) the end user must make a one-time selection between Product 1 and Product 2 and; (ii) that after such selection has been made, if the rejected Product is then desired, the end user will need to acquire and pay for such Product as a separate transaction:

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

(ii) in all advertisements and marketing materials; and

(iii) on point-of-sale materials provided to distributors and dealers; and

(6) indemnify MS and its Suppliers from and against all damages, costs and attorneys' fees arising from claims or demands based on any advertisements or other representations made by or for COMPANY that: (i) the end user is entitled to both Products as preinstalled on the Customer System, or that any such advertisements or (ii) other representations are otherwise false and/or misleading.

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

Combination alternative	Product 1	Product 2
1.	Window 98	Windows 95
2.	Windows NT Workstation	Windows 95
3.	Windows NT Workstation	Windows 98
4.	Windows 2000 Professional	Windows NT Workstation

EXHIBIT C6
MULTIPLE PRODUCT VERSIONS PREINSTALLATION KIT

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® Multiple Product Versions Preinstallation Kit	NON	(72), (73)	US$0.00	Per Copy	10,000	Type II

* [Intentionally left blank.]

** Language Version Key: Please refer to the Language Version Key in Exhibit L of the Business Terms Document for explanation of Language Version code. 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(c) of the Business Terms Document.

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

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

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

(i) COMPANY shall pay the highest royalty applicable to the product/language versions distributed.

(ii) COMPANY may ship a Recovery CD in accordance with the Microsoft OEM Custom Recovery Resource Guide or its successor document (as expressly identified by MS);

(iii) COMPANY shall include documentation for each of the Product options included with the Customer System in the form specified by MS and as available from the Authorized Replicator.

(iv) For each Product included in the option list presented to the user, COMPANY shall present as the first listed and default option for such Product the "Standard" installation as specified in the OPK for the most recent release of the Product

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

(vi) COMPANY is not permitted to customize Product bitmaps except as necessary to include COMPANY's name, logo, Product version reference, and choice of language.

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

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HIGHLY CONFIDENTIAL

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CONFIDENTIAL

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EXHIBIT C

WINDOWS® 2000 PROFESSIONAL UPGRADE

(For Participants in the Windows 2000 READY PC Program)

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® Windows® 2000 Professional Upgrade for Windows 2000 READY PC Systems (1-2 Processor)	DA, DE, EN, ES, FI, FR, IT, JA, NL, NO, SV, ZH	(29), (30), (75), (78), (79), (89), (90), (91), (333), (334), (349)	US$20.00	Per Copy	10,000	Type II

*   [Intentionally left blank.]

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

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

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

INITIAL PAYMENT AMOUNT

The Initial Payment Amount for Products licensed under this Exhibit C shall be Zero Dollars (US$0), and shall be paid in accordance with Section 3(b) of the Business Terms Document, as incorporated by reference into the License Agreement.

ROYALTY CALCULATION, ORDER, AND PAYMENT

The following royalty calculation, order and payment terms shall apply to this Product:

1.   COMPANY shall submit an order authorization request in the form attached hereto as the "Windows 2000 Professional Upgrade – OEM Program Order Authorization Request" and shall prepay to MS the royalties due for each unit of Product in advance of each order placed with the MS Authorized Replicator/MS authorized fulfillment center. Prepayment of applicable royalties shall be by wire transfer in accordance with the order and royalty payment information specified in the "Windows 2000 Professional Upgrade – OEM Program Order Authorization Request", attached hereto. Orders submitted are not reversible. Order payments are not refundable and do not bear interest in any circumstances. COMPANY's initial order must be for at least two thousand (2,000) units of Product; subsequent orders must be for at least five hundred (500) units of Product.

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

ADDITIONAL PROVISIONS KEY

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

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

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

(75) COMPANY shall distribute the Product only in the form/packaging available from the Authorized Replicator.

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

(79) For purposes of this Exhibit C, "Customer System" shall mean all COMPANY computer systems licensed for Prior Product (as hereinafter defined) and which COMPANY can conclusively establish: (i) were distributed with a specific language version of the Applicable Prior Product during the Eligible Systems Period specified for such language version in the Product Upgrade Program Schedule below in

compliance with a valid OEM license agreement between COMPANY and MS; and (ii) were marketed and distributed under COMPANY's or COMPANY Subsidiaries' (and not any third party's) brandnames and trademarks.

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

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

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

(333) Where all of the following conditions are satisfied for designated Customer Systems defined in Additional Provision (79) above, such Customer Systems are deemed to be Windows 2000 READY eligible systems ("Windows 2000 READY Eligible Systems"), and the royalty rate for Product shall be zero dollars (US$0.00). The zero dollar royalty (US$0.00) applies only to Windows 2000 READY Eligible Systems as described herein.

(a) COMPANY agrees to defend MS and its Suppliers from and against all damages, costs and expenses, including reasonable attorneys' fees, and waives any rights of indemnification or contribution which it may have against MS and its Suppliers, in connection with any claim related to the installation and/or operation of the Product on any Customer System.

(b) COMPANY AGREES THAT IN NO EVENT SHALL MS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM A CLAIM RELATED TO THE INSTALLATION AND/OR OPERATION OF THE PRODUCT ON ANY CUSTOMER SYSTEM, AND THE ENTIRE RISK AS TO INSTALLATION AND OPERATION OF THE PRODUCT IS WITH COMPANY;

(c) COMPANY ACKNOWLEDGES THAT, NOTWITHSTANDING SECTIONS 4 AND 12 OF THE BUSINESS TERMS DOCUMENT, MS DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

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

(e) COMPANY is a party to a current and valid Windows 2000 READY PC Program Agreement with MS where Windows 2000 READY Eligible Systems have met or exceeded the testing, configuration, and other requirements of such Windows 2000 READY PC Program Agreement and test results have been submitted to MS for each and every milestone release of Product (e.g. beta 3, release candidate(s), and released to manufacturing (RTM) code).

(334) The royalty rate(s) specified above require pre-installation of the Prior Product as the sole Microsoft operating system on each Customer System distributed with the Product in accordance with the terms of the license agreement applicable to the Prior Product.

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

1. DUCT UPGRADE PROGRAM SCHEDULE AD. ABLES

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

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

Product	Prior Product
Microsoft® Windows® 2000	Microsoft® Windows NT® Workstation 4.0

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

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

3p-DEPEX 000354

WINDOWS 2000 PROFESSIONAL UPGRA..
OEM PROGRAM ORDER AUTHORIZATION REQUEST
(For Participants in the Windows 2000 READY PC Program)

Please complete this form and fax to:

OEM Accounting Services
FAX: 775-826-0531
PHONE: 775-823-5600

Contact: OEM Accounting Services

1). COMPANY Name: _____

2). License ID #:   _____

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

4). Payment Amount   _____

5). Date of Payment: _____

6. MS Authorized Replicator/MS Authorized
    Fulfillment Center: _____

7). Tool Units of Windows® 2000
    Professional Upgrade for Windows®
    2000 READY Systems on this Order: _____

Payments shall be made by wire transfer to:

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

Regarding: Microsoft OEM Upgrade Order

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

Microsoft internal use only.
Accounting Services document control number: _____