AMENDMENT

Amendment to the License Agreement between
HEWLETT-PACKARD COMPANY and MICROSOFT CORPORATION
Dated May 23,1988, Contract No. 1172-8158

SIGNED
COPY

This License Amendment (the "AMENDMENT") is made and entered into this 1st day of April, 1991 (EFFECTIVE DATE of this Amendment) by and between MICROSOFT CORPORATION ("MS") a Delaware corporation and HEWLETT-PACKARD COMPANY ("HP") a California corporation, and shall modify, amend, and to the extent of any inconsistency supersede the terms and conditions of the Master Software License Agreement for Microsoft Systems and Applications Software Products between the parties dated May 23, 1988 and referenced as contract No. 1172-8158.

SIGNED ORIGINAL

The parties hereto agree as follows:

1. Replace Exhibits C-1, C-2, C-3, C-6, C-24, C-25, C-28, C-35 in their entirety with the attached Exhibits. Add Exhibits C-37, M-2, M-3, and M-4.

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

IN WITNESS WHEREOF. the parties have caused this Amendment to be executed on their behalf by their duly authorized representatives.

MICROSOFT CORPORATION

By _____

Michael R Hallman
Name (Print)

President
Title

6/27/91
Date

HEWLETT-PACKARD COMPANY

By _____

Bob Frankenberg
Name (Print)

V.P., Gen. Mgr. Personal Systems Group
Title

June 24, 1991
Date

Plaintiff's Exhibit

7503

Comes V. Microsoft

PLAINTIFF'S EXHIBIT
1320
C.A. No. 2:96CV645B

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MS 0065329
CONFIDENTIAL

MICROSOFT LICENSE NO.
1172-8158

MS-PCA 1194379
CONFIDENTIAL

EXHIBIT C 1

LICENSED PROGRAM: Microsoft® OS/2® (DOMESTIC USA VERSION)

VERSION NO: 1.X

LICENSED PROGRAM DELIVERABLES:

    (a) Licensed Program in Object Code form.
    (b) Standard Documentation in series numbers 0786-1Z that MS delivers with the Licensed
         Program.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a)   HP agrees to pay MS a royalty of Sixty Dollars (US $60.00) for each full or partial copy
         of Licensed Program, including update(s), release(s) and version(s), licensed or otherwise
         distributed by or for HP during the term of this Agreement.

    (b)   HP's report shall specify the number of copies of Licensed Program, including update(s),
         release(s) and version(s), licensed or otherwise disposed of by HP during that calendar
         quarter, and shall be signed by a duly authorized representative of HP. In the event that
         no copies are licensed or otherwise disposed of by or for HP during a calendar quarter,
         HP shall indicate this on the royalty report.

ADDITIONAL PROVISIONS:

    (a)   HP shall neither: (i) market modifications which allow the Licensed Program(s), nor (ii)
         otherwise enable Licensed Program(s), to execute contemporaneously or in conjunction
         with any other operating system on any CUSTOMER SYSTEM, without an amendment
         to this Agreement permitting such actions.

    (b)   Notwithstanding the provisions of Section 1.8 and 4.1, versions after version 1.3 shall
         not be available to HP under this Agreement unless MS offers such version(s) as general
         OEM releases as defined in Section 2.1.

    (c)   HP may license the Licensed Program only for use in single user configurations except
         when in conjunction with the Licensed Program described in Exhibit C6 of this
         Agreement.

    (d)   HP will cause to appear on the Licensed Program package container visible to the end
         user and disk labels of each copy of the following patent notice:

         Patent Nos. 4,825,358 and 4,779,187

MS 0065330
CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and
HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amend MICROSOFT LICENSE NO.

1172-8196

EXHIBIT C 1
(Continued)

(e)   For purposes of Sections 7. 7 and 7.8 of this Agreement, this Licensed Program has not
been licensed under the pre-existing Agreement between HP and MS.

ATM RASTERIZER AND TYPEFONTS: (For OS/2 version 1.3)

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

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

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

(d)   The typefonts provided in the Licensed Program are licensed by MS from third party
vendors, and therefore MS' license of such typefonts to HP under Section 4 of this
Agreement shall terminate when MS' license from its vendor(s) terminates; provided MS
shall give HP at least thirty (30) days prior written notice of such a termination.

HARDWARE SUPPORT

The Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

UPGRADES TO CUSTOMER BASE

As to any release or version provided to HP under Section 1.8, MS in its sole discretion may designate
such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of
such upgrade release provided as an upgrade to HP's existing customers of the Licensed Program.

HP is required to comply with the following if, for any calendar quarter, it pays any royalties at the
upgrade release royalty rate:

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

(b)   HP's royalty report shall state the number of copies of each upgrade release shipped to
customers.

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

COPYRIGHT NOTICE:
Version 1.1   COPYRIGHT© MICROSOFT CORPORATION, 1981-1988. All rights reserved.
Version 1.2   COPYRIGHT© MICROSOFT CORPORATION, 1981-1989. All rights reserved.
Version 1.3   COPYRIGHT© MICROSOFT CORPORATION, 1981-1991. All rights reserved.

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and
HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

HIGHLY CONFIDENTIAL

EXHIBIT C 1
(Continued)

LICENSED PROGRAM NAME(S) AND ASSOCIATED TRADEMARK(S):

MS® OS/2®
Microsoft® OS/2®

For Version 1.3, OS/2 is a registered trademark licensed to Microsoft Corporation.

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

"OS/2 and Operating System/2 are registered trademarks and Presentation Manager is a trademark licensed to Microsoft Corporation."

The following third party trademarks shall be marked and footnoted in accordance with Section 8 of the Agreement:

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

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

Helvetica and Linotype are Registered trademarks of Linotype AG.

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

PAYMENT SCHEDULES AND MINIMUM COMMITMENTS:

Earned Royalties for Licensed Program shipped under this exhibit will be applied to the Umbrella Minimum Commitment defined in Exhibit C-2.

HIGHLY
CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MS 0065332
CONFIDENTIAL

MS-PCA 1194382
CONFIDENTIAL

EXHIBIT C-2

LICENSED PROGRAM:

Microsoft® MS-DOS® (Domestic USA, French, German, Spanish, Swedish, Dutch, Italian, Kanji)

VERSION NO.:

Microsoft® MS-DOS® version(s) 3.1, 3.2, 3.3, 4.0, (Includes GWBasic),
Microsoft® MS-DOS® version 5.0 (Includes QBasic™ Interpreter) and all subsequent version(s) and
releases.

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Programs 3.x and 4.x have been delivered pursuant to MS contract #1172-3208.
(b) Version 5.0, Licensed Program in Object Code form.

Standard Documentation	Document Number
MS-DOS User's Guide	D781-5Z
MS-DOS User's Reference	D707-5Z

Translations	Document Number
French	D781-5F, D707-5F
German	D781-5D, D707-5D
Spanish	D781-5SE, D707-5SE
Swedish	D781-5S, D707-5S
Dutch	D781-5NL, D707-5NL
Italian	D781-5I, D707-5I
Kanji	D781-5J, D707-5J

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, HP agrees to pay MS a royalty, at the applicable rate specified below, multiplied by the sum of (i) the number of full or partial Customer System(s) shipped or placed in use by or for HP during the term of this Agreement, plus (ii) the number of full or partial copies of Licensed Program in excess of the number of Customer Systems shipments reported in (a) (i) above, including update(s) and version(s), for each licensed version of Licensed Program, licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System

Customer System	Royalty Rate (US$)
Exhibit M-2	$10.00

HIGHLY CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and
HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MICROSOFT LICENSE NO.
1172 - 8195

EXHIBIT C-2 (continued)

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above or (c) below, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) Prior to commencement of Second and/or Third Periods identified in this Exhibit, HP may elect to pay MS a per copy royalty rate of Fifteen Dollars ($15.00) in lieu of the royalty rate in ROYALTY PAYMENTS AND REPORTING REQUIREMENTS (a) above, provided that HP (i) increases its minimum commitment for each such period to Two Million Seven Hundred Sixty Thousand Dollars ($2,760,000); and (ii) makes such intentions known to MS in writing at least thirty (30) days in advance of the respective anniversary date.

HARDWARE SUPPORT:

This Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

ADDITIONAL PROVISIONS

(a) HP may license the Licensed Program only for use in single user configurations.
(b) The total reportable units may be reduced by the reported OS/2 Licensed Programs (Exhibits C-1 and C-28) shipped within the same quarter.

COPYRIGHT NOTICE:

version 3.1   COPYRIGHT © MICROSOFT CORPORATION, 1981 - 1984. All rights reserved.
version 3.2   COPYRIGHT © MICROSOFT CORPORATION, 1981 - 1986. All rights reserved.
version 3.3   COPYRIGHT © MICROSOFT CORPORATION, 1981 - 1987. All rights reserved.
version 4.01 COPYRIGHT © MICROSOFT CORPORATION, 1981 - 1988. All rights reserved.
version 5.0   COPYRIGHT © MICROSOFT CORPORATION, 1981 - 1990. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS®
QBasic™ Interpreter

HIGHLY CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MS 0065334
CONFIDENTIAL

MS-PCA 1194384
CONFIDENTIAL

EXHIBIT C-2 (continued)

PAYMENT SCHEDULES AND UMBRELLA MINIMUM COMMITMENT

First Period of this Amendment to the Agreement:

HP agrees to pay a minimum of One Million Seven Hundred Twenty Thousand Dollars (US $1,720,000) for Licensed Program(s) licensed under this Exhibit within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP shall pay MS for actual earned royalties less the following prepaid royalty allowances:

Prepaid royalties for OS/2 (Exhibits C-1, C-28), MS-DOS Shell (Exhibits C-25, C-29) and MS-DOS (Exhibit C-2) are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to the following caps:

First quarter	$250,000.	(April 1, 1991 through June 30, 1991)
Second quarter	$100,000.	(July 1, 1991 through September 30, 1991)
Third quarter	$ 75,000.	(October 1, 1991 through December 31, 1991)
Subsequent quarters	$ 50,000.	

To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties for OS/2, MS-DOS, and MS-DOS Shell during the term of this Agreement.

MINIMUM COMMITMENT SCHEDULE (FIRST PERIOD)

Date	Payment Amount	Cumulative Amount of Payments
June 30, 1991, hereafter the "FIRST PAYMENT"	$400,000	$400,000
3 months after the FIRST PAYMENT	$440,000	$840,000
6 months after the FIRST PAYMENT	$440,000	$1,280,000
9 months after the FIRST PAYMENT	$440,000	$1,720,000
Total First Period Minimum Commitment	$1,720,000	$1,720,000

The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

HIGHLY CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

EXHIBIT C 2
(Continued)

Second Period of this Amendment to the Agreement

HP agrees to pay a minimum of One Million Seven Hundred Sixty Thousand Dollars (US $1,760,000) for Licensed Program(s) licensed under this Exhibit within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties for OS/2, MS-DOS, and MS-DOS Shell during the term of this Agreement.

(Prepaid royalties for OS/2 (Exhibits C-1, C-28), MS-DOS Shell (Exhibits C-25,C-29) and MS-DOS (Exhibit C-2) are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to a Fifty Thousand Dollar ($50,000) cap per quarter.)

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date	Payment Amount	Cumulative Amount of Payments
12 months after the FIRST PAYMENT	$440,000	$440,000
15 months after the FIRST PAYMENT	$440,000	$880,000
18 months after the FIRST PAYMENT	$440,000	$1,320,000
21 months after the FIRST PAYMENT	$440,000	$1,760,000
Total Second Period Minimum Commitment	$1,760,000	$1,760,000

The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

HIGHLY
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Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

EXHIBIT C 2
(Continued)

<u>Third Period of this Amendment to the Agreement</u>

HP agrees to pay a minimum of One Million Seven Hundred Sixty Thousand Dollars (US $1,760,000) for Licensed Program(s) licensed under this Exhibit within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the Third Period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties for OS/2, MS-DOS, and MS-DOS Shell during the term of this Agreement.

(Prepaid royalties for OS/2 (Exhibits C-1, C-28), MS-DOS Shell (Exhibits C-25, C-29) and MS-DOS (Exhibit C-2) are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to a Fifty Thousand Dollar ($50,000) cap per quarter.)

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

Date	Payment Amount	Cumulative Amount of Payments
24 months after the FIRST PAYMENT	$440,000	$440,000
27 months after the FIRST PAYMENT	$440,000	$880,000
30 months after the FIRST PAYMENT	$440,000	$1,230,000
33 months after the FIRST PAYMENT	$440,000	$1,760,000
Total Third Period Minimum Commitment	$1,760,000	$1,760,000

The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

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Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

<u>EXHIBIT C-3</u>

<u>LICENSED PROGRAM</u>:

Microsoft ® Windows™ Graphical Environment (USA version)

<u>VERSION NO</u>:   3.x

HIGHLY CONFIDENTIAL

<u>LICENSED PROGRAM DELIVERABLES</u>:

(a) Licensed Program in Object Code form
(b) Standard Documentation in series number W770-3Z that MS delivers with the Licensed Program.
(c) Translations: To be determined

<u>LICENSED PROGRAM SPECIFICATIONS</u>:

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

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

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

<u>Customer System</u>	<u>Royalty Rate ($US)</u>
Exhibit M-3	$35.00

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) MS and HP shall mutually agree on an initial Customer System to be added to Exhibit M-3 by 12/31/91.

<u>ADDITIONAL PROVISIONS</u>:

(a) HP agrees to begin shipment of the initial Customer System in Exhibit M-3 nine (9) months from the EFFECTIVE DATE of this Amendment and to report this Customer System in the following calendar quarter. If HP does not ship the above Customer System within the nine (9) month period, HP will not be entitled to recoup the pre-paid royalties specified in (b) below.

(b) Once HP ships and reports Customer System(s) shipping under this Exhibit, prepaid royalties for previous releases and versions of Licensed Program may be recouped against earned royalties, subject to the time period specified in (a) above.

<div style="text-align:right">MS-PCA 1194388
CONFIDENTIAL</div>

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and
HEWLETT-PACKARD COMPANY.

<div style="text-align:right">MS 0065338
CONFIDENTIAL</div>

As amended April 1, 1991   Amendment # 14

<div style="text-align:right">MICROSOFT LICENSE NO.
1177-2194</div>

(c) The parties agree to negotiate in good faith a reduced Royalty and corresponding increased Minimum Committments for Licensed Program.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985 - 1990. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft© Windows™ Graphical Environment

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Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

EXHIBIT C6

LICENSED PROGRAM:

MS OS/2 LAN Manager as adapted by 3COM (DOMESTIC USA VERSION)

VERSION NO: 1.0 and 1.1

PRODUCT CONFIGURATION:

The Licensed Program may be licensed by HP for use on networks with five (5) or fewer MS-DOS or MS OS/2 workstations ("5 User Licensed Program") or for use on networks with ten (10) or fewer MS-DOS or MS OS/2 workstations ("10 User Licensed Program") or for use on networks with an unlimited number of MS-DOS or MS OS/2 workstations ("Unlimited User Licensed Program"). A single copy of the 5 User Licensed Program or 10 User Licensed Program or Unlimited User Licensed program entitles the end user to run the server software and a copy of the MS OS/2 operating system on a single network server and to make sufficient copies of the workstation software for use on such workstations so long as the workstation clients function as active stations to such server. HP agrees to use best efforts to enforce the foregoing restrictions.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) 5 User Product. HP agrees to pay MS Thirty Seven Dollars and Fifty Cents (US$37.50) for each full or partial copy of.5 User Licensed Program, including update releases and Version Releases, licensed or distributed by HP, subject to the terms of Section 4 of this Agreement, for use on a server with one central processing unit during the term of this Agreement.

(b) 10 User Product. HP agrees to pay MS Forty Eight Dollars Seventy Five Cents ($48.75) for each full or, partial copy of 10-User Licensed Program, including update Releases and Version Releases, licensed or distributed by HP, subject to the terms of Section 4 of this Agreement, for use on server with one (1) Central Processing unit during the term of this Agreement.

(c) Unlimited User Product.   HP agrees to pay MS Sixty, Five Dollars (US$65.00) for each full or partial copy of Unlimited User Licensed Program, including update Releases and Version Releases, licensed or distributed by HP subject to the terms of Section 4 of this Agreement, during the term of this Agreement.

(d) Payment and reporting shall be made by HP as specified in Section 7.10 of this Agreement.

ADDITIONAL PROVISIONS.

(a) The Licensed Program in this Exhibit C6 shall be licensed from 3COM Corporation pursuant to a written agreement between 3COM and HP ("3COM Agreement). None of the warranties or MS obligations with respect to the Licensed Program under this Agreement shall apply to the Licensed Program described in this Exhibit C6. In addition to any royalties owed to 3COM under the 3COM Agreement, HP shall pay MS the applicable royalties set forth in this Exhibit C6. Any support for and warranties with respect to the Licensed Program shall be provided by 3COM and not MS.

HIGHLY CONFIDENTIAL

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MICROSOFT LICENSE NO.
1177 . 0191

EXHIBIT C6
(Continued)

(b) For purposes of Sections 7.7 and 4.5 of this Agreement, this Licensed Program has not been licensed under the pre-existing Agreement between HP and MS.

(c) HP may market this Licensed Program with the Customer Systems defined in Exhibit M Attachments 3, 4, 5 and 14 at the royalty rate specified herein.

(d) Subject to the provisions of Section 2.5 of this Agreement, HP may market and distribute this Licensed Program with HP value added software Customer Systems, provided such software provides the network server the ability to communicate with HP minicomputers.

PAYMENT SCHEDULE

**HIGHLY
CONFIDENTIAL**

MINIMUM COMMITMENT

First Period of This Agreement

HP agrees to pay a minimum of One Hundred Seven Thousand Five Hundred Dollars (US$107,500.00) for Licensed Program licensed under this Exhibit within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments. which HP shall make to MS during the first period of this Agreement. All minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

Date	Payment Amount	Cumulative Amount of Payments
Paid at signing of this Agreement	$100,000 00 (paid)	$100,000.00
End of the calendar quarter during which the following occurs: the date of first HP shipment of any Licensed Program to a customer (hereafter "FIRST PAYMENT DATE")	$1,875.00 (paid)	$101,875.00
3 months after the FIRST PAYMENT DATE	$1,875.00 (paid)	$103,750.00
6 months after the FIRST PAYMENT DATE	$1,875.00 (paid)	$105,625.00
9 months after the FIRST PAYMENT DATE	$1 875.00 (paid)	$107,500.00
Total First Period Minimum Commitment	$107,500.00	$107,500.00

Except for the amount due on signing, the date of each payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

MINIMUM COMMITMENT

Second Period of This Agreement

HP agrees to pay a minimum of Zero (US $0.00) for Licensed Program licensed under this Exhibit within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the second period of this Agreement. All minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date	Payment Amount	Cumulative Amount of Payments
12 months after the FIRST PAYMENT DATE	S -0-	S -0-
15 months after the FIRST PAYMENT DATE	S -0-	S -0-
18 months after the FIRST PAYMENT DATE	S -0-	S -0-
21 months after the FIRST PAYMENT DATE	S -0-	S -0-
Total Second period Minimum Commitment	S -0-	S -0-

The date of payment for the above calendar quarter amounts shall coincide with the -schedule set forth in Section 7 of this Agreement.

HIGHLY
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Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

EXHIBIT C-24

<u>LICENSED PROGRAM</u>:   Microsoft ® Windows™ Graphical Environment (KANJI VERSION)

<u>VERSION NO</u>:   3.x

<u>LICENSED PROGRAM DELIVERABLES</u>:

(a) Licensed Program in Object Code form
(b) Standard Documentation in series number W770-3Z that MS delivers with the Licensed Program.
(c) Translations: Japanese (Kanji)   Documentation series number W707-3J

<u>LICENSED PROGRAM SPECIFICATIONS</u>:

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

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

    (a) For each Customer System identified below, HP agrees to pay MS a royalty, at the applicable rate specified below, multiplied by the sum of (i) the number of full or partial Customer System(s) shipped or placed in use by or for HP during the term of this Agreement, plus (ii) the number of full or partial copies of Licensed Program in excess of the number of Customer Systems shipments reported in (a) (i) above, including update(s) and version(s), for each licensed version of Licensed Program, licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System.

<u>Customer System</u>	<u>Royalty Rate ($US)</u>
Exhibit M-4	$40.25 (Includes 15% uplift per paragraph 7.4)
	(Standard US Royalty is $35.00)

<u>ADDITIONAL PROVISIONS</u>:

(a) HP may license the License Program only for use in single user configurations.

<u>COPYRIGHT NOTICE</u>: COPYRIGHT © MICROSOFT CORPORATION, 1985 -1991. All rights reserved.

<u>LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK</u>:

Microsoft© Windows™ Graphical Environment

**HIGHLY
CONFIDENTIAL**

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and
HEWLETT-PACKARD COMPANY.

As amended April 1, 1991   Amendment # 14

EXHIBIT C-25

LICENSED PROGRAM:

Microsoft® MS-DOS® Shell (Domestic USA, French, German, Spanish, Kanji, Swedish Dutch, Italian)

VERSION NO.: 1.0, 5.0 and all subsequent versions and releases.

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.

(b)	Standard Documentation	Document Number
	MS-DOS Programmer's Reference	D782-5Z

Translations	Document Number
French	D782-5F
German	D782-5D
Spanish	D782-5SE
Kanji	D782-5J
*Dutch	D782-5NL
*Swedish	D782-5S
*Italian	D782-5I

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

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s)

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

⋯⋯⋯ (a) For each Customer System identified below, HP agrees to pay MS a royalty, at the applicable rate specified below, multiplied by the sum of (i) the number of full or partial Customer System(s) shipped or placed in use by or for HP during the term of this Agreement, plus (ii) the number of full or partial copies of Licensed Program in excess of the number of Customer Systems shipments reported in (a) (i) above, including update(s) and version(s), for each licensed version of Licensed Program, licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System.

Customer System	Royalty Rate (US$)
Exhibit M-2	$2.00

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As amended April 1, 1991   Amendment # 14

EXHIBIT C-25 (continued)

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above or (c) below, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) Prior to commencement of Second and/or Third Periods identified in Exhibit C-2, HP may elect to pay MS a per copy royalty rate of Three Dollars ($3.00) in lieu of the royalty rate in ROYALTY PAYMENTS AND REPORTING REQUIREMENTS (a) above, provided that HP makes such intentions known to MS in writing at least thirty (30) days in advance of the respective anniversary date.

ADDITIONAL PROVISIONS

(a)   HP may license the Licensed Program only for use in single user configurations.

COPYRIGHT NOTICE:

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LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS® Shell

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EXHIBIT C28

LICENSED PROGRAM: Microsoft® OS/2 (FRENCH and GERMAN VERSIONS)

VERSION NO.: 1.X

LICENSED PROGRAM DELIVERABLES:

	Number:
(a) Licensed Program in Object Code form	
(b) Document:	
French End User Documentation	87230-110-00-1
German End User Documentation	87330-110-00-1

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING: Per Copy: $ 69.00 (Includes 15% uplift per paragraph 7.4)
(Standard US Royalty is $60.00)

COPYRIGHT NOTICE:

French version 1.1 COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved
French version 1.2 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.
German version 1.1 COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.
German version 1.2 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved

HARDWARE-SUPPORT

The Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

UPGRADES TO CUSTOMER BASE

As to any release or version provided to HP under Section 1.8, MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to HP's existing customers of the Licensed Program-

HP is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

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

(b) HP's royalty report shall state the number of copies of each upgrade release shipped to customers.

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

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HP plans releases of OS/2 between release 1.0 and 1.1 (which HP will designate for its own use as "1.0A and 10B") to add support for HP specific hardware. HP intends to upgrade customers from release 1.0A to 1.0B, from 1.0B to 1.1, and from 1.0A to 1.1. No royalty fee shall be assessed for these upgrades if HP makes available to customers at or below the actual costs to manufacture and distribute the upgrades. Should HP make these upgrades available to customers with the intent of making a profit, then a royalty fee will be assessed. The royalty will be negotiated in good faith.

ADDITIONAL PROVISIONS

(a) For purposes of Section 7.7 and 7.8 of this Agreement, this Licensed Program has not been licensed under the pre-existing Agreement between HP and MS.

(b) Pursuant to Section 8.1 of this Agreement, HP shall not add its name or an HP product description to the Licensed Program title.

(c) HP may license the Licensed Program only for use in single user configurations.

(d) Notwithstanding the provisions of Section 1.8 and 4.1, versions after version 1.3 shall not be available to HP under this Agreement unless MS offers such version(s) as general OEM releases as defined in Section 2.1.

ATM RASTERIZER AND TYPEFONTS: (For version 1.3)

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

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

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

(d) The typefonts provided in the Licensed Program are licensed by MS from third party vendors, and therefore MS' license of such typefonts to HP under Section 4 of this Agreement shall terminate when MS' license from its vendor(s) terminates; provided MS shall give HP at least thirty (30) days prior written notice of such a termination.

COPYRIGHT NOTICE:

Version 1.1   COPYRIGHT© MICROSOFT CORPORATION, 1981-1988. All rights reserved.
Version 1.2   COPYRIGHT© MICROSOFT CORPORATION, 1981-1989. All rights reserved.
Version 1.3   COPYRIGHT© MICROSOFT CORPORATION, 1981-1991. All rights reserved.

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LICENSED PROGRAM NAME(S) AND ASSOCIATED TRADEMARK(S):

MS® OS/2®
Microsoft® OS/2®

For Version 1.3, OS/2 is a registered trademark licensed to Microsoft Corporation.

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

> "OS/2 and Operating System/2 are registered trademarks and Presentation Manager is a trademark licensed to Microsoft Corporation."

The following third party trademarks shall be marked and footnoted in accordance with Section 8 of the Agreement:

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

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

Helvetica and Linotype are Registered trademarks of Linotype AG.

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

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As amended April 1, 1991   Amendment # 14

EXHIBIT C35

LICENSED PROGRAM:
MS-DOS Limited Application Environment (USA version)

VERSION NO: 1.0 and all subsequent versions.

LICENSED PROGRAM DELIVERABLES: Licensed Program in Object code form.

ROYALTY PRICING:

$0.00 Per EISA System shipped for or by HP with the HP Easy Config Utility on HP EISA Systems and with HP diagnostic disks shipped externally.

ADDITIONAL PROVISIONS:

(a) The Licensed Program is intended for use with the HP Easy Config Utility, used to configure or reconfigure an HP EISA personal computer system. HP will guarantee that the Licensed Program (i) does not provide user access to MS-DOS commands (ii) does not permit general program access to the MS-DOS API (Application Program Interface) other than that intended or required by the configuration process and (iii) does not allow the user to access programs other than the HP Easy Config Utility shipped with the Licensed Program.

(b) HP may ship the Licensed Program on its diagnostic disk used for support of HP PCs. For those diagnostic disks using the Licensed Program, that are shipped internal to HP for support purposes, HP will pay Zero Dollars (US$0.00) royalty. For all other diagnostic disks shipped, HP will pay Zero Dollars (US$0.00) per copy.

(c) HP may ship the Licensed Program on the ISA (Industry Standard Architecture) Vectra Setup disk currently shipping with its Vectra ISA line for Zero Dollars (US$0.00) royalty. The ISA Vectra Setup disk shall NOT contain the file command.com.

(d) HP may ship the Licensed Program only for use with the HP Easy Config Utility (as set forth in (a)) for use with its diagnostic disks (as set forth in (b)) and for use with the HP ISA Vectra Setup disk (as set forth in (c)).

(e) The Licensed Program will be supported solely by HP. The Licensed Program will not be covered by section 5.5 of the Master Agreement.

(f) MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

COPYRIGHT NOTICE: COPYRIGHT (C) MICROSOFT CORPORATION, 1987-1990. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:MS-DOS Limited Application Environment

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As amended April 1, 1991   Amendment # 14

EXHIBIT C-37

LICENSED PROGRAM:

Microsoft® MS-DOS® version 5.0 (See list of program modules below.)

(USA and French, German, Spanish, Kanji versions)

VERSION NO: 5.0

LICENSED PROGRAM DELIVERABLES:

Licensed Program files specified above in Source format

ROYALTY PRICING:

No Fee

ADDITIONAL PROVISIONS:

(a)   This code is provided by MS to HP for the sole purpose of resolution of VER command string bugs and issues.

(b)   This Licensed Program is provided under terms of paragraphs 1.6, and 4.5.

(c)   The Licensed Program will be supported solely by HP, the Licensed Program is not covered by Section 5.5 of the Agreement.

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PROGRAM LIST OF SOURCE FILES:

command1 obj	command2 obj	tmisc1 obj	rucode obj	tmisc2 obj	rdata obj
tpipe obj	init obj	parse2 obj	iparse obj	path1 obj	uinit obj
path2 obj	tcode obj	tucode obj	tbatch obj	copy obj	tbatch2 obj
copypr1 obj	tfor obj	copypr2 obj	dir obj	cparse obj	tcmd1b obj
tparse obj	tcmd2a obj	tprintf obj	tcmd2b obj	version inc	tenv obj
tspc obj	stub obj	loadhi obj	dirent inc	error inc	curdir inc
sysmsg inc	versiona inc	msgdcl inc	tdata asm	command lnk	buildidx exe
buildmsg exe	masm exe	comsw asm	comseg asm	ifequ asm	comequ asm
tranmsg asm	usa-ms msg	command skl	link exe	msgserv asm	reloc exe
makeit bat	tenv2 obj				

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As amended April 1, 1991   Amendment # 14

EXHIBIT M

This Exhibit M describes the Customer Systems on which the MS Licensed Programs may run and which HP has presently elected to include in this Agreement.

SUMMARY DESCRIPTION OF THE DEFINED MODELS

NAME	CPU
Touchscreen II	8088
Portable Plus family	8086
HP 9000, Series 300	68000
HP 9000, Series 800	HP Proprietary Processor HP Proprietary
HP 3000	Processor
Vectra Portable family	8086
Vectra CS family	NEC V30 (8086 compatible)
Vectra ES family	80286
Vectra RS family	80386
HP Vectra QS family	80386
Vectra A	80286
Vectra A+	80286
HP-HIL Card	None
HP LAN Card	None
HP NewWave	None - HP valued added s/w
HP LS family	80286
DOS Coprocessor Card	None
(HP Sketchpro Tablet-mouse driver)	
PS/2 Mouse Driver	None
Vectra 486/25	80486
Vectra 386/25	80386
Vectra 286/12	80286
*Vectra 486/33T	80486

* Denotes new addition this Amendment

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CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

VECTRA 486/33T

33MHz i486
128KB external cache
3.5" 1.44MB and 5.25" 1.2 Floppy Disk Drive Options
Hard Disk Option   (includes SCSI-2 feature)
Host Adapter Option   (includes SCSI-2 feature)
Tower Package

LICENSED PROGRAM	OPTION
MS-DOS Limited Application Environment	Per EISA System
Microsoft OS/2	Per Copy
MS-DOS - GW-BASIC	Per Copy
MS-DOS - QBASIC	Per Copy
Microsoft Windows	Per Copy
Microsoft Networks	Per Copy
Microsoft OS/2 LAN Manager	Per Copy
Microsoft PS/2 Mouse Driver	Per Copy or Per System
8-bit languages	Per Copy
All other languages (Exhibits C12-C19)	Per Copy
Microsoft CD-ROM Extensions	Per Copy
Microsoft Windows Single Application Envir.	Per Copy
Microsoft Excel	Per Copy

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<u>EXHIBIT M-2</u>

<u>HP's CUSTOMER SYSTEMS</u>

<u>CUSTOMER SYSTEMS</u>:

HP's Customer System(s) is defined as all HP's current and future single user/single CPU computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets, which are capable of running MS-DOS compatible applications:

8086/8088,
80286,
80386SX,
80386,
80486

In the event HP decides to develop a Customer System with multiple CPU's, HP shall pay and report to MS a single royalty for such Customer System(s).

Customer Systems shall exclude Customer Systems reported to MS under MS/HP contract #1172-0087 dated July 31, 1990.

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<u>EXHIBIT M-3</u>

<u>HP's CUSTOMER SYSTEMS</u>

For the purposes of Exhibit C-3, HP's Customer System(s) shall be defined to be the following single user/single CPU computer system product(s):

<u>CUSTOMER SYSTEMS</u>:

To be determined (see Exhibit C-3 additional provisions)

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As amended April 1, 1991   Amendment # 14

<u>EXHIBIT M-4</u>

<u>HP's CUSTOMER SYSTEMS</u>

For the purposes of Exhibit C-24, HP's Customer System(s) shall be defined to be the following single user/single CPU computer system product(s):

<u>CUSTOMER SYSTEMS</u>:

Any HP computer system sold by the Japanese division of HP

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