

PLAINTIFF'S
EXHIBIT
17
Comes v. Microsoft

SHARED
COPY

Attended Copy

MASTER SOFTWARE LICENSE AGREEMENT

for

MICROSOFT® SYSTEM AND APPLICATIONS SOFTWARE PRODUCTS

Between

MICROSOFT CORPORATION,
a Delaware Corporation,

and

HEWLETT PACKARD,
a California Corporation

Date of Issue May 23, 1988

Amendments added:

- 1 A7-23
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10 285
- 11 NPL Rom Dos 3.3
- 12 Exhibit M A70
- 13 OS/2 and Change
- 14 1.1's Processor Dos
for 2.1.1.1's processors

Microsoft Contract #1172-8158

THIS LICENSE AGREEMENT SHALL BE DEEMED INVALID UNLESS EXECUTED BY BOTH PARTIES
WITHIN 60 DAYS OF THE DATE OF ISSUE.

06/20/88 2002M

MSC 00114209

HIGHLY
CONFIDENTIAL

1172-8158

EXHIBIT
1200

HIGHLY
CONFIDENTIAL

MS98 0188161
CONFIDENTIAL

AGREEMENT

THIS Agreement is made this 30th day of June, 1988 ("EFFECTIVE DATE") by and between MICROSOFT CORPORATION, a Delaware corporation with offices in Redmond, Washington ("MS") and HEWLETT-PACKARD COMPANY, a California corporation, of Palo Alto, California for itself and its international affiliates ("HP") with reference to the following facts:

WHEREAS, MS owns or has the right to distribute several proprietary computer software products, both in printed and magnetically recorded form (consisting of programs and related documentation), the use of which MS desires to license to end-user customers through HP's product distribution system;

WHEREAS, HP is in the business of developing, manufacturing and distributing computer hardware and software products through various distribution channels including direct sales to end-users, sales through Original Equipment Manufacturers ("OEM's" herein), and retail dealers;

WHEREAS, MS and HP wish to enter into a relationship under which HP will use internally and, through HP's distribution system, sublicense the use of various MS software products to operate in conjunction with HP's computer hardware or software products as well as allow HP to perform various service and support functions with respect to the MS software;

WHEREAS, this Agreement may simultaneously cover operating systems, languages, utilities, productivity tools, applications, or any other software products or services offered from time to time by MS;

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 "Licensed Program" means the object code version of the computer program(s) described in the attached Exhibit C. Such definition shall also include all corrections, modifications or enhancements to such program provided by MS and accepted by HP.

1.2 "Documentation" means user manuals, programmers' guides, systems guides and related publications which facilitate the use of a Licensed Program by a programmer or end-user.

1.3 "Adapted Program" means any combination of a Licensed Program and Documentation specifically adapted to operate with HP computer hardware and software.

1.4 "Proprietary Information" means Licensed or Adapted Program source code, source code listing, technical or marketing information and any other documentation which is identified as proprietary or confidential by the disclosing party.

1.5 "Support" means the user assistance which is provided to HP for Licensed or Adapted Programs and which HP may, in turn, provide to end-users.

1.6 "Source code" means a form in which the logic of a computer program is easily deduced by a human being, such as a printed listing of the program, or in an encoded machine-readable form, such as might be recorded on magnetic tape or disk, from which a printed listing can be made by processing it with a computer.

1.7 "Object code" means code resulting from the translation or processing of source code by a computer into machine executable or intermediate code, which is thus a form not readily human understandable but appropriate for execution or interpretation by a computer.

1.8 An entirely new "release" is a major change in a Licensed Program, sufficient to require major changes in Documentation. Subject to the guidelines described herein, MS shall have sole discretion in designating a change in the Licensed Program as a new release. A new "version" is an upgrade of an existing release which enhances, supplements or otherwise modifies that release. An "update" is a modification of an existing version which provides defect fixes. As of the date of this Agreement, MS uses a numbering system to identify particular releases, versions, and updates of its operating system software products. A release is identified by the number to the left of the decimal point; a new version is identified by the number immediately to the right of the decimal point (tenths digit); an update is identified by the number to the right of the tenths digit (hundreds digit).

1.9 "HP" shall be deemed to include any subsidiary or affiliate of HP. "Subsidiary" shall mean a company in which, in a class by class basis, more than fifty percent of the stock entitled to vote for the election of directors is now or hereafter owned or controlled by HP or any corporation in any country of the world, in which HP owns, directly or indirectly, a number of shares representing the right to elect the majority of the directors or other persons performing similar functions, but only (i) so long as such ownership and control exists; and (ii) if HP in writing guarantees the subsidiary's fulfillment of its obligations under this Agreement. "Affiliate" shall mean a company which controls licensee, is controlled by licensee, or is under common control with licensee, but only (i) so long as such control exists; (ii) if the affiliate expressly agrees in writing to assume all the obligations this Agreement imposes on HP; and (iii) if HP in writing guarantees the affiliate's fulfillment of its obligations under this Agreement.

1.10 The term "localization" shall mean the modification of an English language version of a Licensed or Adapted Program to be understandable and usable in a foreign country as foreign language and fully consistent with HP's entire computer product line.

1.11 "Customer System(s)" are HP computer system(s) or HP software which add significant value to the Licensed Program(s) with which they are marketed.

1.12 "Mainstream System(s)" means HP computer system(s) which are the primary HP product(s) for a given processor class.

1.13 "HP Resellers" means HP's normal distribution channels which include any present or future HP subsidiary, affiliate, OEM, VAR, distributor or dealer worldwide.

MSC 00114211

Page 3

HIGHLY
CONFIDENTIAL

MS98 0188163
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

2. PRODUCT DESCRIPTION

2.1 HP shall have the right to license all existing and future MS products which MS offers as general OEM releases (any release offered to more than one OEM for purposes other than joint development) at a mutually agreed upon price. Any HP entity shall have the right to manufacture and distribute any of the MS Licensed Programs which are the subject of this Agreement, subject to compliance with the other terms and conditions herein described.

2.2 Internal Development Tools. In addition to the software products MS offers for commercial sale and use by end-user customers, MS has software programs and documentation for internal use in developing, analyzing, debugging or modifying either the Licensed Programs or future programs under development. These programs and documentation are referred to herein as "Internal Development Tools." MS will not be required to support the Internal Development Tools. For purposes of this Agreement, "Internal Development Tools" shall consist of modules defined in Exhibit D.

2.3 HP shall have the right to obtain and distribute the Packaged Product version of those Licensed Programs available in Packaged Product form as specified in the applicable Exhibit C from MS and distribute such Packaged Product. Some sections of this Agreement apply both to the distribution of Packaged Product and HP's reproduction and distribution of Licensed Programs. For purposes of HP's distribution of Packaged Product, Licensed Programs shall mean, but shall not be limited to, Packaged Product in Sections 4.8, 4.9, 8.1, 8.2, 8.4, 9.1, 9.2, 10, 11, 12, 13, 14, 15 and 17.

2.4 The attached Exhibit C specifies the version number, deliverables, specifications, royalty pricing and additional provisions for each existing Licensed Program. Future Licensed Programs may be added to the Agreement subject to the mutual agreement of the parties as additional Exhibits C. Each Exhibit C shall specify Licensed Program, Version Number, Licensed Program Deliverables, Licensed Program Specifications, Royalty Pricing, Additional Provisions, Copyright Notice, and Licensed Program Name and Associated Trademark.

2.5 The attached Exhibit M describes the Customer System(s) which add significant value to the MS Licensed Programs with which such Customer System(s) are to be marketed. Customer Systems may be in the form of HP Computer Systems or HP software products which add significant value to the Licensed Program with which such Customer Systems are to be marketed.

2.5.1 Subject to the provisions of Section 7.6, HP has the right to extend the Agreement without any change in the fees, terms and conditions of the Agreement to include new non-software Customer Systems. For Customer Systems in the form of HP Computer Systems, such Customer Systems will be automatically added to this Agreement. Notification of proposed additions must include the commercial system name, microprocessor, system description, and the MS products licensed either on a per-copy or per-system royalty basis. Such notification may be in letter form. MS must receive this written notice thirty days before HP shipment to a customer of a Product licensed for use with such new Customer Systems.

MSC 00114212

2.5.2 Subject to the provisions of this subsection, HP also has the right to extend the Agreement without any change in the fees, terms and conditions of the Agreement to include new HP value added software products as Customer Systems with the written approval of MS. Except as specified in the applicable Exhibit C, HP may only distribute HP value added software Customer Systems with the Packaged Product version of the Licensed Program. For such Customer Systems HP shall submit a written request and a specification for such Customer System to MS. MS will either approve or disapprove such specification in writing within thirty (30) days of receipt. The specification will be approved if MS deems that the proposed Customer System adds significant value to the Licensed Program. MS agrees not to unreasonably withhold its approval of such specification. In the event that MS fails to so respond within thirty (30) days, the specification shall be deemed approved. If the specification is approved, HP shall then deliver to MS the final software defined in the same to MS for evaluation. MS shall notify HP in writing within thirty (30) days of receipt of such software as to the acceptance or rejection of the same as a Customer System. Acceptance or rejection will be based on conformance of the software to the previously approved specification. MS agrees not to unreasonably withhold its acceptance of such software. In the event that MS fails to so notify HP within thirty (30) days, the software will be deemed accepted as a Customer System. Upon written request of MS, HP agrees to make available to MS, on a confidential basis, additional documentation describing such Customer System.

3. DELIVERY AND ACCEPTANCE

3.1 MS shall deliver without charge to the appropriate HP entity that will manufacture a Licensed or Adapted Program for trade sale a master copy of each such program, in a form suitable for reproduction and manufacturing for trade sale. The master copy shall be in object code form. All documentation shall be provided in HP machine readable form. In the event MS provides bug fixes, patches or other enhancements to a Program while the Program is a product on the HP Corporate Price List ("CPL" herein), MS will promptly provide the appropriate HP entity with a copy of such changes as published in written or HP machine readable form; or, if such changes are substantial, provide the appropriate HP entity with a new, revised master copy and user documentation.

3.2 HP shall have the right to accept or reject each Program or Program update prior to offering it for sale as a product on the HP Corporate Price List ("CPL" herein). HP shall have thirty (30) days from the date of receipt of a complete copy of a Program to either accept or reject that Program. A complete copy of a Program shall include a copy of the Program in object code form, a user manual and any other documentation regarding the Program which HP reasonably requests to accomplish its evaluation. HP shall be entitled to test and evaluate any Program or Program update by whatever means it deems appropriate consistent with MS's rights in the Program, and MS hereby grants to HP any licenses necessary for HP to perform its evaluation. HP shall not reject any Program in bad faith. In the event HP rejects a Program, it shall give MS written notice of rejection stating, to the extent known, the reasons for its unacceptability. Unless HP rejects a Program within the period specified, the Program will be deemed accepted.

MSC 00114213

Page 3

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188165
CONFIDENTIAL

3.3 HP's right to accept or reject a Program as set forth above shall also extend to any enhancements or modifications to that Program which MS may offer following its initial acceptance by HP.

4. GRANT OF LICENSE

4.1 MS hereby grants to HP subject to the terms set forth herein, including payment of any applicable fees, a non-exclusive, non-transferable worldwide license to use, modify, manufacture, reproduce, market, sublicense and distribute in object code form each of the Licensed Programs described in Exhibit C, any enhanced or modified versions of the Licensed Programs, as well as future programs which may be created or added to this Agreement. MS also grants to HP a non-exclusive, non-transferable, worldwide license to grant sublicenses to third parties to use and reproduce Licensed Programs, with no further rights to sublicense, pursuant to "volume license agreements" (described in Section 6.2) between HP and such third parties. The right of distribution includes the right to sublicense through HP Resellers.

4.2 HP is hereby granted a non-exclusive right to distribute the standard version of the MS Packaged Product designated as such in the applicable Exhibit C (herein referred to as "Packaged Product") shipped in MS' standard packaging. HP agrees neither it nor MS shall customize the product or packaging, except that HP may place its part number and/or addendum to the packaging as long as HP does not "break the seal" on the end user license agreement for the Product.

4.3 Notwithstanding anything to the contrary contained herein, HP's (and HP Resellers') right to market and distribute Licensed Programs shall be limited to such Licensed Program(s) in copy object form only and to the documentation referenced in the applicable Exhibit C, and shall be limited further to end user purchasers of the Customer System(s) described in Exhibit M for which HP has licensed such Licensed Program(s). HP shall use reasonable efforts to notify the HP sales force and HP resellers of the requirement to comply with the foregoing. MS agrees that HP may add Customer Systems which add significant value to the Licensed Program(s). HP agrees to distribute no more than one (1) copy of each Licensed Program per Customer System.

4.4 MS further grants to HP, subject to the terms described below but at no additional charge: (i) the right to modify, reproduce, copy and distribute one copy of all documentation for the applicable Licensed or Adapted Programs described in Exhibit C for distribution with each copy of such Licensed or Adapted Program and (ii) the unlimited right to modify, reproduce, copy and internally distribute all documentation for each of the Licensed or Adapted Programs described in Exhibit C. Such copies of documentation shall be used only for HP research, development, support, testing, customer training and demonstration purposes. HP shall retain all copies of such documentation.

4.5 Subject to payment of the source code fee (described in Paragraph 7.) for a Licensed or Adapted Program, MS grants to HP the right to use internally, modify and adapt the source code of such Licensed or Adapted Programs. Upon payment of a source code fee for a Licensed Program(s), MS shall deliver to HP a complete copy of the source code for such Licensed Program(s) unless; (i) MS does not provide the source code for such Program(s) to any of its customers, (ii) MS provides the source code for such Program(s) only to customers which are performing joint development work on such

Program(s) with MS, or (iii) MS provides customers access to the source code to such Program(s) at MS corporate headquarters, but only in the event MS is unable to correct a defect in such Program(s). HP shall take security precautions at least as great as the precautions it takes to protect its own source code for its valuable software, to keep confidential MS source code. HP hereby conveys to MS all copyrights in and to any Modifications made to the source code by HP. Modifications shall be defined herein to mean any changes or additions to the Licensed Program source code made by HP. Notwithstanding the foregoing, such changes or additions shall not be considered Modifications if developed independently without use of such source code, except that HP may use such source code to assure that such additions or changes are operable with the Licensed Program. MS grants to HP a perpetual license to any and all of the ideas or trade secrets arising from development of the Modifications, whether or not patentable in the development of HP products, without financial obligation. MS grants to HP exclusive marketing and distribution rights to the object code version of any modifications made to the source code by HP; provided, however, that HP's exclusive marketing and distribution rights shall be limited in accordance with Section 4.3 of the Agreement and shall be further limited in that such modifications shall only be marketed and distributed as part of the Product on whose source code the modification was based. HP agrees that MS is not granting market and distribution rights to either (1) source code as supplied to HP by MS; or (2) modifications made to the source code by MS.

4.6 In the event MS modifies or adapts any Licensed Program upon request from HP as described in Paragraph 5.8 below, HP's rights in such Adapted Program shall be as otherwise described herein but shall be exclusive provided MS agrees to such exclusivity in writing prior to MS performing the modification or adaptation. In the event of termination of this Agreement with respect to any such Adapted Program, HP shall retain exclusive rights to any such modifications or adaptations but not the underlying MS code.

4.7 MS hereby grants to HP, subject to the terms set forth herein including payment of fees, the right to unlimited internal use and copying of the Internal Development Tools described in Paragraph 2.2 above; provided, however, that HP shall use its best efforts to restrict such use to developing modifications or enhancements to those MS Programs listed in Exhibit C, or pay the royalties described in Paragraph 7.9. HP agrees that any enhancement or modification developed with the Internal Development Tools will be consistent with the basic MS product and that HP will obtain the written consent of MS prior to introducing any material enhancement or modification, which consent will not be unreasonably withheld. HP may not offer the Internal Development Tools for sale to any third party without the prior written consent of MS.

4.8 HP shall have the complete authority to market or not market any or all of the Licensed or Adapted Programs as it sees fit so long as HP meets its payment obligations set forth herein and does not otherwise violate MS's rights in the Licensed or Adapted Programs. Nothing in this Agreement shall be construed to obligate HP to in any way market, sell, ship or otherwise utilize any Licensed or Adapted Program or any portion or derivative thereof. Specifically, this Agreement shall in no way be interpreted or considered as placing a "best efforts" standard upon with respect to the marketing of any or all of the software products. Furthermore, should MS introduce a new version or release of a Licensed Program, HP may, at its sole option, elect not to

distribute the new version of release and may continue to distribute any or all earlier versions or releases, including versions or releases obsoleted by MS; provided, however, that HP agrees to distribute new versions or releases of a Licensed Program which MS identifies as a non-infringing substitute for a Licensed or Adapted Program which MS believes to infringe any copyright, patent, trade secret or other property right of any third party. MS shall use best efforts to inform HP of new releases or versions of Licensed Programs at least ninety (90) days prior to their general release date.

4.9 Subject to the provisions of Section 13, this Agreement shall not be construed so as to preclude HP from developing, acquiring or marketing computer software programs which perform the same or similar functions as those programs provided by MS.

4.10 In the event HP submits a written request to MS for a translated Licensed Program which MS has not yet released, MS will respond to HP within thirty (30) days of its receipt indicating its intention to develop or not develop such translated version and providing HP the appropriate MS dictionary (if available) for the translation. If MS does not respond within thirty (30) days or responds that it has no plans to release such a translated version within six (6) months of HP's request (or within six (6) months of Product release, if such request is prior to Product release), HP may develop such translation of such Product. All HP translations must be developed in accordance with the appropriate MS or HP dictionary, are subject to the terms of this Agreement, and must contain MS' copyright notice affixed to the documentation and Product translated, reproduced, published or distributed.

MS shall have sole and exclusive copyright intent in any translation made by HP pursuant to this Agreement, and HP hereby conveys to MS all copyrights in and to any translations made by HP. MS grants to HP exclusive marketing and distribution rights to the object code version of such HP translations except as specified below; provided however, that HP's exclusive marketing and distribution rights shall be limited in accordance with Section 4.3 of the Agreement. The source code of any translation of Product constitutes confidential information pursuant to Section 13.1. HP translations shall be evaluated and approved by MS before HP may distribute such translations. MS will respond in writing within thirty (30) days as to the acceptability of HP's localization. In the event that MS fails to respond within thirty (30) days, the translations shall be deemed accepted. HP shall promptly deliver to MS all versions of translated Licensed Program (including all Licensed Program code and documentation) developed by HP, including all updates or future versions. In the event MS elects to distribute a localized version of a Licensed Program prepared by HP pursuant to Section 4.10, MS shall pay HP, at MS' option, (i) a royalty not to exceed fifteen percent (15%) of HP's royalty to MS for the domestic USA version of such Licensed Program, or (ii) a flat fee not to exceed Thirty Thousand Dollars (US\$30,000.00) per every 200 pages of translated documentation.

5. MS RESPONSIBILITIES

5.1 Throughout the term of this Agreement, MS agrees to provide all Licensed or Adapted Programs in a form that supports full 8-BIT characters, or other standards such as 16-bit which may be developed to permit international use.

5.2 Throughout the term of this Agreement, MS will provide HP with support sufficient to permit HP to provide support to its end-user customers. Such support shall include providing the services described in Paragraphs 5.3 - 5.7 below.

5.3 MS shall make available "bug fixes" or "patches" which correct errors or problems discovered in the current release and version of each Licensed or Adapted Program. MS shall provide such bug fixes or patches to HP for distribution by HP to end-users as HP sees fit. MS shall develop a procedure to periodically but at least semi-annually provide HP with an updated list of all known bugs and workarounds for all Programs. HP shall classify such bugs by severity, with "serious errors" being the most critical.

5.4 MS agrees to provide HP with the necessary documentation (which may include internal documentation such as description of data structures, major algorithms, contents of source files, function of procedures, etc.) and reproduction diskettes for any change in versions of the Program as provided for in Paragraphs 5.2 and 5.3 above. In the event MS provides a new release of a Program, HP may obtain the necessary documentation and reproduction diskettes upon payment of either MS's published fee or, if applicable, the fee set forth herein. MS shall use best efforts to include bug fixes reported by HP in any new releases or versions of the applicable Program. In the event MS does not include such a bug fix in a new Program version or release, MS shall notify HP of the reasons for not doing so.

5.5 MS agrees to test and guarantee that new releases of the U.S. versions of those Licensed Programs so designated in Exhibit C will operate with HP "Mainstream Systems" upon the general release of such Licensed Programs by MS to its OEM customers.

Such Licensed Programs will have equivalent functionality when run with the HP "Mainstream Systems" as when run with the agreed upon "Standard System(s)" of the same processor class (e.g. Intel 8086, Intel 80286, Intel 80386) with comparable accessories installed. The "Standard System(s)" and Mainstream Systems shall be agreed to by the parties and added to the attached Exhibit N on an annual basis, or as otherwise agreed to by the parties, for the term of the Agreement.

HP agrees to provide MS at least two (2) machines for each Mainstream System to be tested by MS, at HP's earliest opportunity and in no event less than ninety (90) days in advance of the scheduled OEM release date of the Licensed Program. MS agrees to test Mainstream Systems with the applicable then-existing Licensed Programs and use best efforts to incorporate the "equivalent functionality" specified above at the earliest possible date for a Microsoft general OEM release or version and/or retail release or version of such Licensed Program. Prototype systems provided to MS by HP shall be deemed confidential.

5.6 If any deviations from specifications in a Licensed Program are discovered by HP following acceptance and during the term of this Agreement MS agrees to use best efforts to eliminate such deviations. In the event MS cannot correct a "serious" defect within ninety (90) days of HP's notification of the defects' existence then MS shall provide an agreed upon number of HP employees access to source code for such Licensed Program at MS Corporate Headquarters in an effort to correct such deviation, and MS shall provide the appropriate resources to support HP in such effort. In the event that a

serious defect causes HP to suspend shipment of a Licensed Program for ninety (90) days or more. MS and HP shall negotiate in good faith to restructure HP's minimum commitment obligation for such Licensed Program as provided for in this Agreement. A "serious" error or defect is: (i) an error or defect which causes the system to stop functioning or (ii) causes loss of data, and for which there is no workaround.

5.7 MS agrees to establish and maintain a formal, recognized procedure for HP to report bugs and to obtain advice concerning their resolution. Such procedure will include a designated technical consultant to assist in resolution of serious defects.

5.8 HP may from time to time request MS to incorporate features, modifications or enhancements into a Licensed or Adapted Program. Unless MS has, at the time of HP's request, already decided to incorporate the same or similar features, modifications or enhancements into such Licensed or Adapted Program, MS shall obtain HP's written consent to incorporate the requested modification into the standard Program and distribute it to all purchasers, in which case there shall be no charge to HP for the work performed. If HP requests that the requested modification be exclusive and MS agrees HP shall reimburse MS for the work performed and the modification shall be the exclusive property of HP and MS may not provide it to any other customer. Prior to commencing any work for HP for which MS expects reimbursement, MS shall submit a written quote to HP and obtain HP's written consent to the terms, including the exclusivity of the product created. MS is not under any obligation to incorporate any features, modifications or enhancements into a Licensed or Adapted Program.

6. HP RESPONSIBILITIES

6.1 In order to facilitate the provision of support to end-users of any Licensed or Adapted Program, HP will receive bug reports or other performance problem reports from its end-user customers. If HP cannot reasonably resolve the problem, HP will consolidate and forward reported problems to MS for resolution as set forth above in Paragraph 5. HP shall be responsible for distributing or disseminating to its customers any bug fixes, workarounds or other problem solutions or modifications provided to it by MS.

*This is terms
- site license
- but it really is
- right to copy
- The License
- allows for HP
- to copy for
- internal use
- as long as they
- pay the
- royalty.*

6.2 HP shall include in its distribution of either the Licensed or Adapted Programs, an end-user or volume license agreement limiting use and copying of the product. The end-user license agreement shall be developed by HP and may be changed from time to time. The end-user rights and obligations shall be independent of this Agreement and shall survive any termination of the HP-MS relationship; provided, however, that HP may not enter into any such license agreement following termination of this Agreement except for those Programs which HP cannot reasonably recover from its distribution channels. The volume license agreement shall be substantially similar to the agreement contained in Exhibit E. HP shall require an end user receiving the right to use a Licensed Program pursuant to a site license to be obligated under HP's then current end user license agreement containing terms substantially similar to those in the attached Exhibit A. MS shall be considered to be a third party beneficiary of any HP site license agreement involving a Licensed Program. HP agrees to pay to MS the royalty otherwise due for any copies of a Licensed Program a HP volume licensee makes in excess of those authorized by

the volume license. HP shall use the same degree of diligence in enforcing the above restriction as it would for its own products.

6.3 HP agrees to maintain appropriate manufacturing and shipping records relating to Licensed Programs and Customer Systems reflecting the types and quantities of MS products and Customer Systems manufactured and shipped or otherwise distributed. HP shall not be obligated to release Customer System data unless a per system license applies, and then only as necessary to provide royalty payment information.

6.4 MS may cause an audit to be made of the applicable records in order to verify statements issued by HP and prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted by an independent certified public accountant (other than on a contingent fee basis) and shall be conducted during regular business hours at HP's offices and in such a manner as not to interfere with HP's normal business activities. Any such audit shall be paid for by MS unless material discrepancies are disclosed. Material discrepancies shall mean a violation of greater than five percent (5%) of all amounts due MS from HP over a period of at least six months. Audits shall be conducted no more frequently than annually.

6.5 Neither HP nor any of its employees shall have the right to make any representation, warranty or promise, on behalf of MS beyond what is contained in the Product documentation. Neither HP nor any of its employees shall have the right to alter or modify the Packaged Products, except as provided in Section 4.2. Defective packages of Packaged Product may be returned by HP to MS for replacement, as provided in Section 16.3. To the extent permitted by its contract with the supplier or such included item, MS shall assign to HP any rights it may have under such supplier's warranty.

7. PAYMENT

In consideration for the mutual promises and covenants set forth herein the parties agree to payment as follows:

7.1 Per Copy Royalties. Except as otherwise provided herein, HP shall pay to MS the royalty fee described in Exhibit C for each full or partial copy of a Program reproduced and licensed or distributed for use by an end-user licensee under this Agreement. A royalty shall be due MS for any Program which has been modified or enhanced by HP if the resulting program contains actual lines of code from a Program provided by MS hereunder or is substantially derived from the Licensed or Adapted Program.

7.2 Per System Royalties. HP may, at its sole option, elect to pay the per system royalty described in Exhibit C on a specific Program for (Customer Systems) sold, regardless of the number of copies of the Program actually reproduced and licensed or distributed. HP may exercise this option by notifying MS at least thirty (30) days prior to the quarter for which the election is to take effect. The election shall remain in force until cancelled by HP but in no event less than one full reporting quarter. Election of this Option shall result in a different royalty per unit.

7.2.1

MSC 00114219

HIGHLY
CONFIDENTIAL

MS98 0188171
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

7.3 Royalty Accrual. For purposes of this Agreement the right to receive a royalty shall accrue upon shipment by HP of either a copy of the Program (or the system for per system shipments) to a sublicensee or end-user or internal user if a royalty is otherwise due. During the transition from 5 1/4" to 3 1/2" diskettes HP may include a copy of the Licensed Program on each media in each Program Package, and be obligated to pay MS only one royalty per package. No royalty shall be due for any copies of a Program (1) shipped as replacement copies for copies found to be defective due to a defect in materials, manufacture, or reproduction or replaced due to a "serious error" in the Licensed Program, or (2) used for internal research, development, support, training, testing or customer demonstration purposes.

7.4 Localized Programs. Except for localized versions of the Licensed Program developed by HP pursuant to Section 4, for each localized version of Licensed Program supplied by MS and accepted by HP, at HP's option, HP shall pay MS either: (i) a royalty not to exceed fifteen percent (15%) above the royalty for the domestic USA version of such Licensed Program specified in the applicable Exhibit C, or (ii) a flat fee not to exceed Seven Thousand Five Hundred Dollars (US\$7,500.00) per every 200 pages of translated documentation in addition to the per copy or per system royalty for the Licensed Program. If HP elects to pay the royalty it shall separately report royalties for such version according to the requirements of Section 7, and such royalty payments shall be applied towards the minimum commitment (if any) for the domestic USA version of the Product. If HP elects to pay the flat fee it shall pay such amount on receipt and acceptance of such translated version. HP shall pay MS no other fees for the rights to receive and distribute localized versions of the Licensed Programs.

7.5 Minimum Commitments. To the extent that earned royalties exceed the cumulative minimum commitment payments, HP shall pay MS only for actual earned royalties, and such excess shall be credited towards HP's remaining minimum commitment payments. 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, but not refundable. MS shall apply royalty payments for future releases or versions of a Licensed Program against such prepaid royalties for such Licensed Program.

7.6 Royalty Fee Changes. MS shall have the right to raise or lower the royalty due MS during the term of this Agreement for the Licensed Programs. MS agrees to give HP at least sixty (60) days' written notice in advance of price increases and to only increase the price of a Licensed Program in good faith, recognizing the effect such increases will have on HP. The royalties and minimum commitments for Licensed Programs licensed under this Agreement shall only apply to such Licensed Programs when licensed in conjunction with Customer Systems based on Intel 8086, 8088, 80186, 80286, 80386 microprocessors and their successors, or HP value added software, unless otherwise specified in the applicable Exhibit C. The royalties and minimum commitments for Licensed Programs licensed in conjunction with Customer Systems based on microprocessors other than those specified in this Section 7.6 shall be subject to the mutual agreement of the parties.

7.7 Updates, Versions and Releases. As defined in Section 1.8, updates shall be made available to HP at no charge. Versions shall be made available to HP at no charge. Releases shall be made available to HP only by the addition of new Exhibits C to this Agreement, subject to the provisions of Sections 2.1. and 2.4.

OK
11.6
MS

7.8 Source Code Fee. Throughout the term of this Agreement MS agrees that, subject to the provisions of Section 4.5, HP may obtain the Source Code for any Program upon payment to MS of a one-time non-refundable source code fee. For Licensed Programs designated in Exhibit C as licensed under the pre-existing agreement between the parties, the Source Code fee shall not exceed Ten Thousand Dollars (US\$10,000.00) and updates to the Source Code may be obtained upon payment of an update fee of Two Thousand Five Hundred Dollars (US\$2,500.00). For Licensed Programs not so designated, the Source Code fee shall be limited only by the provisions of Section 11.6.

7.9 Internal Development Tools - Fees. HP may obtain and use in accordance with Paragraph 4.5 a complete copy of the MS Internal Development Tools described in Paragraph 2.6 above upon payment of a one-time fee of Ninety Five Thousand Dollars (US\$95,000.00) for the first HP entity and Ten Thousand Dollars (US\$10,000.00) for each subsequent entity, as provided under the pre-existing Agreement between HP and MS. Such one-time fee has been paid by HP under the pre-existing Agreement.

The parties acknowledge that, although such use is not intended, it is possible that the MS Internal Development Tools may be used by HP in the development of separate HP software products. In the event HP does use the Internal Development Tools for such a purpose, HP will pay a royalty to MS as follows:

(1) if the HP software product is a new application which is directly competitive with an MS product listed in Exhibit C at the time HP introduces it on the HP CPL, then the royalty per copy shall be the royalty otherwise due for the MS product.

(2) if the HP software product is a new application which is not directly competitive with an MS product listed in Exhibit C (as amended) at the time HP introduces it on the HP CPL, the fees shall be as follows:

- (a) if the HP product includes any MS Internal Development Tools source code, a royalty of Five Dollars (US\$5.00) per copy shall be due;
- (b) if the Internal Development Tools were used to develop the HP product, a royalty of Five Dollars (US\$5.00) per copy shall be due during the first twelve (12) months the product is on the HP CPL.

7.10 Payment and Reporting. HP agrees to make quarterly royalty reports and payments to MS within 30 days after the end of each quarterly period ending on March 31, June 30, September 30 and December 31, commencing with the quarterly period during which this Agreement first becomes effective. Such report shall specify either the number of Customer System(s) shipped by HP during that calendar quarter or the number of copies of Licensed Programs, licensed by HP during the calendar quarter. MS shall treat such reports as HP confidential information. HP shall furnish this statement for all Customer Systems for which HP pays Licensed Program royalties on a per system basis. In the event that no Customer System(s) are shipped by HP during a calendar quarter and that no copies of Licensed Program were licensed by HP during such calendar quarter, HP shall indicate this on the royalty report.

7.11 HP agrees to pay MS the amount(s) and within the times stated in Section 7 and Exhibit C. Prices are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or hereafter imposed in the production, storage, licensing, sale, transportation, import, export or use of a Licensed Program. Such charges shall be paid by HP, or in lieu thereof, HP shall provide an exemption certificate acceptable to MS and the applicable authority. MS, however, shall be responsible for all taxes based upon its personal property ownership and net income. Payment for each order shall be due thirty (30) days from date of invoice.

7.12 HP shall pay MS' standard price for the Packaged Product as of the date of any order. MS' current standard price is shown in the applicable Exhibit C to this Agreement, which standard prices may be changed by MS subject to the provisions of Section 7.6. If MS changes its standard prices, the new prices shall apply to Packaged Product orders for which MS has not received a written purchase order from HP as of the date of such change. MS may offer temporary "special" prices on all or any Packaged Products. MS shall use reasonable efforts to notify HP of such "special" prices at least sixty (60) days prior to the prices taking effect. All prices are FOB MS' shipping point and are exclusive of applicable sale or use taxes or other taxes, import and export fees, duties or tariffs, and any other taxes, duties or fees of any kind which may be levied in connection with the transactions covered herein. Such charges shall be paid by HP. MS, however, shall be responsible for all taxes based upon its net income.

8. COPYRIGHTS, TRADEMARKS AND TRADE NAMES

8.1 The trademarks and trade names under which MS and HP market their respective products are the exclusive property of MS and HP. This Agreement does not give either party any ownership rights in the trademarks or trade names of the other, provided, however, HP shall have the right to reproduce such trademarks and trade names on packages, marketing brochures and other documentation related to the Programs governed by this Agreement. Except as specified in Section 8.4, HP shall market the Licensed Program under its MS product name specified in the applicable Exhibit C. Unless specified to the contrary in the applicable Exhibit C HP may, at its option, add its name or an HP product descriptor to the product title. For example, the product may be called: "The [HP Computer] MS"-DOS Operating System".

8.2 HP shall use the international symbols "®" and "™" as directed by MS, in all advertising to indicate trademarks of MS product names or whenever the product is mentioned in brochures, documentation or literature. MS agrees that one clear reference to such a trademark claim in each publication is sufficient to give notice, but it should be with the first reference to the product inside and on the cover. HP shall, upon reasonable request, provide MS samples of all literature, packaging, labels and labeling prepared by HP which uses MS product name(s). HP agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks. The appropriate product name(s) and trademark(s) symbol(s) are set forth in the applicable Exhibits C. Notwithstanding the foregoing, HP shall not use or display the MS logo as described in Exhibit B in its materials or packaging without MS' prior written permission.

MSC 00114222

Page 14

HIGHLY
CONFIDENTIAL

MS98 0188174
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

8.3 HP shall maintain the trademark and copyright notices on all MS Programs and Documentation. HP will cause a copyright notice to appear on the labels of each Licensed Program in object form. In addition HP shall not delete the copyright notice for the Licensed Program as specified in the applicable Exhibit C and any other copyright notices that appear on the sign on message for the copy of the Licensed Program as provided to HP. Standard copyright notices should read, with the proper year: "Copyright(©)19XX MICROSOFT CORPORATION."

8.4 Attached as Exhibit B is a list of those trademarks and trade names to which MS claims ownership and a list of countries where MS represents those. Those trademarks and trade names may be used as of the date of this Agreement. MS agrees to promptly notify HP in writing of any changes, additions or deletions to the attached list. Should HP wish to market a product in a country other than those listed in Exhibit B, it shall notify MS and MS shall use its best efforts to procure for HP the right to use the corresponding trademark or trade name in such country, provided that MS may exercise reasonable business judgment in determining whether the costs of registering such trademark in such country is justified by the business opportunity therein. If after a reasonable period of time MS is unable to procure for HP the right to use the corresponding trademark or trade name for HP, HP may, at its option, market the product in that country under a different trademark or trade name. MS shall promptly notify HP of any proceeding or claim made against MS by any third party for infringement or alleged infringement of the trademark, trade name or product name rights of such third party. If HP or MS are enjoined from the use of the Licensed Program name in any jurisdiction, and after a reasonable time MS is unable to procure such rights for HP, HP shall not be required to use the Licensed Program name in such jurisdiction (or in other jurisdictions as reasonably necessary due to the change in Licensed Program name), and may market the Licensed Program under a different trademark or trade name.

9. PATENT AND COPYRIGHT INDEMNIFICATION

9.1 MS will, at its expense, defend any action brought against HP, HP's distributors, dealers, OEM's, VAR's or end-users based on a claim that a Licensed or Adapted Program when licensed as provided for by this Agreement, or any MS Documentation purchased from MS infringes any trademark, trade secret, copyright, patent or other proprietary right of any third party. MS will hold harmless and pay any award based on such infringement, subject to the limitation set forth in Paragraph 10 below. HP agrees to promptly notify MS in writing of such claim and to permit MS to control its defense and settlement.

9.2 Notwithstanding the provisions of Section 9.1, MS shall have no liability if an alleged infringement arises: (i) solely from modifications by HP to a Licensed or Adapted Program or MS Documentation or (ii) from HP's failure to distribute a new version or release of a Licensed Program after MS identifies such new version or release as a non-infringing substitute for a Licensed or Adapted Program which MS believes to infringe any copyright, patent, trade secret or other proprietary right of any third party. For all claims and/or suits arising under this Section 9.2, HP will indemnify MS for all MS' costs, damages, expenses and attorneys' fees. Any such costs, damages, expenses and attorneys' fees shall not be payable until and unless there has been a final judgment adverse to MS

10. LIMITATION OF LIABILITY

MS' liability to KP, and KP's liability to MS under any provision of this Agreement, or any transaction contemplated by this Agreement, other than for disclosure of source code, or for the payment of royalties, or liability arising under Section 9 shall be limited to the greater of the total amount of the royalties paid to MS under this Agreement or Five Hundred Thousand Dollars (US\$500,000.00). MS' liability to KP, and KP's liability to MS for disclosure of Source Code, or action(s) arising under Section 9, shall be limited to Ten Million Dollars (US\$10,000,000.00) Except for damages resulting from the disclosure of Source Code, or liability arising under Section 9 neither party shall be liable to the other for incidental or consequential damages under this Agreement even if the defaulting party has been advised of the possibility of such damages.

11. WARRANTY AND INDEMNIFICATION

11.1 MS warrants that it has sufficient right, title and interest in each of the Licensed and Adapted Programs and Documentation described herein, including all portions thereof, to enter into this Agreement. MS warrants it has full power and authority to grant KP the rights granted herein including the right to manufacture, duplicate, sell, distribute and license each Program or Documentation worldwide and to use the Source Code and Internal Development Tools.

11.2 MS warrants that none of the software programs, documentation or other publications referred to herein violate or infringe any patent, copyright, trade secret or other property right of any third party or corporation and that MS is not aware of any facts upon which such a claim for infringement could be based.

11.3 MS warrants that it has sufficient right, title and interest in each of the trademarks and Licensed Program names listed in Exhibit C, to enter into this Agreement, and that it has the right to allow KP to use those trademarks and Licensed Program names in the countries listed in Exhibit B. MS further warrants that it is not aware of any facts upon which any adverse claim against such trademarks or Licensed Program names could be based.

11.4 MS agrees to indemnify and save KP harmless to the limitation set forth in Paragraph 10 of and from any and all loss, cost, claim, liability, suit, judgment or expense, including reasonable attorneys' fees, arising out of or in any way related to, any breach of the above described warranties. Should any such breach arise, KP shall have the right to withhold payment of any sums otherwise due under this Agreement.

11.5 MS warrants that the Licensed Programs referred to herein will operate in accordance with the specifications listed in the current user's manual for that Licensed Program. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

11.6 MS warrants that the prices set forth herein for the Licensed or Adapted Programs are equal to or as favorable as those paid by other parties obtaining such Programs under the same or similar terms, conditions and

MSC 00114224

Page 16

HIGHLY
CONFIDENTIAL

MS98 0188176
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

volumes as HP. In the event HP in good faith believes that a third party has obtained more advantageous prices than HP and HP notifies MS of such belief, MS agrees to in good faith examine its other agreements and to make whatever adjustments are appropriate to comply with the above warranty. Furthermore, if MS knows that the terms of an agreement with a third party are more advantageous than those given HP hereunder, then MS will promptly so notify HP and make such terms available to HP.

12. TERM AND TERMINATION

12.1 Provided this Agreement has been properly executed on behalf of HP by its duly authorized representative and executed by MS at its Redmond, Washington office, it shall be effective from the EFFECTIVE DATE until the earlier of: (i) its termination in accordance with the terms of this Agreement; or (ii) ten years from the EFFECTIVE DATE.

12.2 The rights and remedies provided to the parties in this Paragraph shall not be exclusive and are in addition to any of the other rights provided by this Agreement or by law.

12.3 Either party may terminate this Agreement on thirty (30) days' written notice, for material breach; provided, however, that the terminating party shall provide an opportunity to cure any alleged material breach within thirty (30) days after notice to the other party and any cure shall preclude termination. In the event the material breach by HP involves one or more Licensed or Adapted Program but not all Programs governed by this Agreement, then this Agreement may be terminated only for those Programs involved in the breach but will continue in effect for the remaining Programs for which no material breach has occurred or for which any such breach has been cured.

12.4 Upon termination, HP shall pay any sums due MS and return to MS the master copies of all Licensed or Adapted Programs and documentation provided to HP to manufacture the products. HP shall cease internal use of any Program unless the appropriate fees have been paid. HP may not further distribute any of the Programs following termination except for those copies that HP cannot reasonably retrieve from its distribution channels.

12.5 Either party may terminate immediately if the other party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or to the extent permitted by law, shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors.

12.6 This Agreement is executory in nature and so long as HP has any continuing obligations hereunder, MS shall be entitled to protect the source code and object code reproduction disk of the Licensed Programs by impounding the same in the event of the bankruptcy or any similar event occurring to or involving HP. No trustee, receiver or debtor in possession shall have any right to retain copies of the source code or object code reproduction disk of the Licensed Programs nor to sell or license object code versions of it or any of the MS program products, whether in source or object code form, which source or object code is in the possession of the debtor at the time such

event occurs, unless all of the provisions of 11 U.S.C. Section 365, part of the U.S. Bankruptcy Act, have been complied with and MS is adequately protected.

13. CONFIDENTIAL INFORMATION

13.1 Both parties anticipate that it will be necessary during the term of this Agreement to exchange certain Proprietary Information. Each party agrees to identify, if possible in writing, any such Proprietary Information prior to disclosure and to mark any document containing Proprietary Information with an appropriate legend or marking to indicate that Proprietary Information is contained herein. The party receiving the information agrees to limit its internal distribution to those employees that have a "need-to-know" and to use the same degree of care to avoid its unauthorized disclosure as that party uses with its own Proprietary Information it does not wish to have disclosed. This paragraph shall not impose any obligation upon the receiving party with respect to any Proprietary Information which is already in the receiving party's possession; is published or becomes publicly available; which is rightfully received from third parties; which is or was developed independently; or which is furnished by the disclosing party to a third party without similar restrictions. In the event information is disclosed and is not identified or marked as confidential or proprietary, then the receiving party may regard the information as being provided without any obligation or burden of confidentiality.

13.2 The obligation to maintain the confidentiality of the Proprietary Information shall survive termination of this Agreement for a period of five (5) years.

14. UNFORESEEN EVENTS

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, volcanoes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

15. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

16. PACKAGED PRODUCT ORDERS

16.1 MS will ship the Packaged Products to the address specified in HP's duly authorized purchase order. All orders will be processed and shipped after receipt of HP's duly authorized purchase order.

16.2 After receipt of a written purchase order from HP, MS shall use its best efforts to meet any reasonable delivery date. All orders shall be for a minimum quantity of one hundred (100) units. Each order must include a written shipment schedule which shall be subject to MS' approval. HP will use best efforts to transmit order modifications in writing to MS at least thirty (30) days in advance of the requested shipping date.

16.3 HP may return for replacement any opened packages which are found to contain a manufacturing defect at no charge. HP may also return any packages which are found to contain a serious defect as defined in Section 5.6 at no charge.

16.4 In the event that HP has in stock a quantity of packages that have been superseded by later versions or releases of the same Licensed Program, HP may return or provide a certificate of destruction for unopened packages and purchase substitute copies from MS for a fee of Ten Dollars (US\$10.00) per copy.

16.5 HP may place orders for foreign versions of MS Packaged Products from the applicable MS foreign subsidiary. The percentage discount for such orders shall be the same as for the Domestic U.S. version of the same Licensed Program, but shall be applied against the standard retail price of the applicable MS foreign subsidiary. MS will designate a single point of contact for foreign packaged product issues.

17. MISCELLANEOUS PROVISIONS

17.1 Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given upon personal delivery of the written notice or within five (5) days of mailing, postage prepaid and appropriately addressed. However, no action adverse to the other party may be taken unless the party taking the action attempts to ascertain by any reasonable method that notice has been received.

17.2 This Agreement is made under and shall be construed in accordance with the laws of the State of California.

17.3 HP hereby agrees that it does not intend to and will not knowingly, without the prior written consent, if required, of the office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230, export or transmit directly or indirectly any of the Licensed or Adapted Programs to Afghanistan, the Peoples Republic of China, or to any group Q, S, W, Y, or Z country specified in Supplement No. 1 to Section 370 of Export Administration Regulation issued by the U.S. Department of Commerce or to any other country to which such transmission is restricted by such regulations or applicable statutes.

17.4 Any Licensed or Adapted Program which HP licenses or acquires under this Agreement for or on behalf of the United States of America, its agencies and/or instrumentalities, is provided to HP with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (b)(3)(ii) of The Rights in Technical Data and Computer Software clause at 252.227-7013 of the DOD FAR. Contractor/manufacturer is Microsoft Corporation/16011 N.E. 36th Way/Box 97017/Redmond, WA 98073-9717.

17.5 Each party agrees not to publicize or disclose to any third party without the express written consent of the other the terms of this Agreement.

17.6 It is anticipated by the parties that HP will obtain the agreed upon rights in more than one software program under this Agreement. The terms of this Agreement shall be applicable severally to each such software program and any dispute affecting either party's rights or obligations as to one or more software programs shall not effect the rights granted hereunder as to any other such program.

17.7 Except as specifically provided, the rights hereunder are not assignable nor are the obligations imposed on either party delegable without the prior written consent of the other, which will not be unreasonably withheld.

17.8 In the event legal action is undertaken to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees incurred in addition to any other relief to which it may be entitled.

17.9 The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as terms.

17.10 This document and any attached Exhibits supercede the License Agreement between the parties dated August 5, 1983, as amended and represent the entire agreement between the parties and integrates all prior discussions between them. This Agreement may only be modified by a writing signed by an authorized representative of both MS and HP. The terms and conditions of this Agreement shall prevail to the extent of any inconsistencies, notwithstanding any variance with the terms and conditions of any subsequent purchase order, invoice or other written instrument submitted by either party. Minimum commitment obligations and prepaid balances from the pre-existing Agreement between the parties dated August 5, 1983 shall apply to this Agreement.

AGREED:

MICROSOFT CORPORATION

By

Jon Shirley
Name (Print)

President
Title

Date

6/30/88

HEWLETT-PACKARD COMPANY

By

Robert Puetze
Name (Print)

Group General Manager
Title

Date

6/23/88

MSC 00114228

HIGHLY
CONFIDENTIAL

Page 20

MS98 0188180
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

"Hewlett Packard" and
agreement
(156 Documents)

X 000145299	7/15/1987	PICTURE	[Non-disclosure agreement known to in place]
X 544050	4/18/1991	PUBLICA...	IBM/MICROGRAFX AGREEMENT ANNOUNCEMENT SUMMARY
MS 000050177	4/18/1991	PUBLICA...	IBM/MICROGRAFX AGREEMENT ANNOUNCEMENT SUMMARY
MS 000046198	3/18/1993	AGREE...	MEMORANDUM OF UNDERSTANDING
MS 000056266	5/14/1993	AGREE...	Microsoft/Hewlett-Packard Letter of Intent HP Support of Windows NT
MS 000159007	9/15/1993	AGREE...	Amendment No. 1 to the License Agreement Between HCL HEWLETT PACKARD LTD. and MICR...
MS 000184580	7/1/1993	E-MAIL	Hewlett Packard: and Lotus announce agreement to develop, market and su
MS 005032843....	7/26/1993	E-MAIL	Hewlett Packard: AND APPLE ANNOUNCE 4MM-DAT AGREEMENT; HP DAT Drive Bundled With...
MS 005032843....	12/5/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032843....	12/14/1992	E-MAIL	[Hewlett-Packard: Metaphor announce joint development agreement]
MS 005032843....	12/14/1992	E-MAIL	[Hewlett-Packard: and Metaphor announce joint development agreement]
MS 005032843....	12/14/1992	E-MAIL	[Hewlett-Packard: and Metaphor announce joint development agreement]
MS 005032848....	12/6/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032848....	12/15/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032848....	12/15/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032848....	12/15/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032848....	12/14/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032848....	12/14/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 005032479	12/14/1992	E-MAIL	Hewlett-Packard: and Metaphor announce joint development agreement
MS 007079593....	3/3/1992	E-MAIL	Hewlett-Packard: and GTE sign \$100 million strategic agreement
MS 007079593....	7/3/1993	E-MAIL	Hewlett Packard: and Lotus announce agreement to develop, market and support cc:Mail/HP Open...
MS 007079593....	7/1/1993	E-MAIL	Hewlett Packard: and Lotus announce agreement to develop, market and support cc:Mail/HP Open...
MS 007082778....	7/1/1993	E-MAIL	Hewlett Packard: and Lotus announce agreement to develop, market and support cc:Mail/HP OpenM...
MS 005007949	9/19/1984	AGREE...	AMENDMENT II TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007954	9/3/1984	AGREE...	AMENDMENT III TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007957	12/12/1984	AGREE...	AMENDMENT IV TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007962	1/9/1985	AGREE...	AMENDMENT V TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007967	2/7/1985	AGREE...	AMENDMENT F TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007969	0/0/1900	AGREE...	AMENDMENT VII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MS 005007974	9/9/1985	AGREE...	AMENDMENT H TO MASTER SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT C...
MS 005007977	9/9/1985	AGREE...	AMENDMENT I TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORATL...
MS 005007983	9/9/1985	AGREE...	AMENDMENT J TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORATL...
MS 005007985	9/9/1985	AGREE...	AMENDMENT K TO MASTER SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT C...
N 15007988	1/30/1986	AGREE...	AMENDMENT L TO MASTER SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT C...
M 05007989	8/14/1986	AGREE...	AMENDMENT XII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORA...
MS 005007992	8/20/1986	AGREE...	AMENDMENT XIII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPOR...
MS 005007993	2/9/1987	AGREE...	AMENDMENT XIV TO MASTER SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT ...
MS 005007998	3/4/1988	AGREE...	AMENDMENT XV TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORA...
MS 005008009	3/4/1988	AGREE...	AMENDMENT XVI TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORA...
MS 005008012	2/27/1988	AGREE...	AMENDMENT XVII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPOR...
MS 005008016	1/18/1988	AGREE...	AMENDMENT XVIII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPO...
MS 005037301....	7/26/1993	E-MAIL	Hewlett Packard: AND APPLE ANNOUNCE 4MM-DAT AGREEMENT; HP DAT Drive Bun
MS 000156212....	9/23/1992	E-MAIL	Hewlett Packard: and Microsoft announce agreement to share information
MS 000065322	11/4/1990	AGREE...	Amendment to the License Agreement Between HEWLETT-PACKARD COMPANY and MICROSO...
MS 000065329	6/27/1991	AGREE...	Amendment to the License Agreement between HEWLETT-PACKARD COMPANY and MICROSO...
MS 000065358	6/25/1992	AGREE...	Amendment No. 15 to the License Agreement between HEWLETT-PACKARD and MICROSOFT C...
MS 000065386	10/19/1992	AGREE...	Amendment No. 16 to the License Agreement between HEWLETT-PACKARD and MICROSOFT C...
MS 000065415	3/10/1993	AGREE...	Amendment No. 17 to the License Agreement between HEWLETT-PACKARD COMPANY and MIC...
MSC 000038369	4/11/1991	AGREE...	[Hewlett Packard Co. will not announce MS-DOS 5.0]
MSC 000038370	4/11/1991	AGREE...	[Hewlett Packard Co. will not announce MS-DOS 5.0]
MSC 000114209	5/23/1988	AGREE...	MASTER SOFTWARE LICENSE AGREEMENT FOR MICROSOFT SYSTEM AND APPLICATIONS ...
MSC 000114344	8/8/1983	AGREE...	AMENDMENT XVII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPOR...
MSC 000114350	8/8/1983	AGREE...	AMENDMENT H TO MASTER SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT C...
MSC 000114354	8/8/1983	AGREE...	AMENDMENT B TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPORAT...
MSC 005006674	11/1/1996	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS #00093000...
MSC 005006707	8/1/1996	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS #00093000...
MSC 005006732	7/19/1996	AGREE...	AMENDMENT NUMBER 1 Amendment Date: 19th July, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005006745	7/19/1996	AGREE...	AMENDMENT NUMBER 1 Amendment Date: 19th July, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005006747	11/1/1995	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS # R043-533...
MSC 005006767	8/1/1995	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR WINDOWS 95 / DESKTOP OPERATING SYST...
MSC 005006784	10/1/1994	AGREE...	AMENDMENT NUMBER 1 Amendment Date: October 1, 1994 to MICROSOFT OEM LICENSE AG...
MSC 005006786	10/1/1994	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS # R043-429...
MSC 005006800	4/1/1994	AGREE...	MICROSOFT OEM LICENSE AGREEMENT # R043 4108 dated April 1, 1994 with HCL HEWLETT...
N 705006817	2/11/1994	CORRES...	License Agreement for Microsoft MS-DOS Between Microsoft Corporation ("MS") and HCL Hewlett...
N 705006820	7/1/1993	AGREE...	Amendment No. 1 to the License Agreement Between HCL HEWLETT PACKARD LTD and MICRO...

MS98 0188181
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MSC 005006831	7/1/1993	AGREE...	Amendment No. 1 to the License Agreement Between HCL HEWLETT PACKARD LTD and MICRO...
005006843	2/1/1992	AGREE...	LICENSE AGREEMENT for MICROSOFT MS-DOS VERSION 5.0 Between MICROSOFT CORPO...
005047690	11/1/1996	AGREE...	AMENDMENT No. 47 Amendment Date: November 1, 1996 to MICROSOFT OEM LICENSE AGR...
MSC 005047695	1/1/1997	AGREE...	AMENDMENT No. 46 Amendment Date: January 1, 1997 to MICROSOFT OEM LICENSE AGRE...
MSC 005047701	11/1/1996	AGREE...	AMENDMENT No. 45 Amendment Date: November 1, 1996 to MICROSOFT OEM LICENSE AGR...
MSC 005047716	1/31/1997	AGREE...	AMENDMENT No. 43 Amendment Date: January 31, 1997 to MICROSOFT OEM LICENSE AGRE...
MSC 005047725	11/1/1996	AGREE...	AMENDMENT No. 42 Amendment Date: November 11, 1996 to MICROSOFT OEM LICENSE AGR...
MSC 005047729	11/1/1996	AGREE...	AMENDMENT No. 41 Amendment Date: November 1, 1996 to MICROSOFT OEM LICENSE AGR...
MSC 005047733	1/10/1997	AGREE...	AMENDMENT No. 40 Amendment Date: January 10, 1997 to MICROSOFT OEM LICENSE AGRE...
MSC 005047737	11/1/1996	AGREE...	AMENDMENT No. 39 Amendment Date: november 1, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047745	11/1/1996	AGREE...	AMENDMENT No. 38 Amendment Date: November 1, 1996 to MICROSOFT OEM LICENSE AGR...
MSC 005047751	10/1/1996	AGREE...	AMENDMENT No. 37 Amendment Date: October 1, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047757	1/1/1995	AGREE...	AMENDMENT No. 21 Amendment Date: January 1, 1995 to MICROSOFT OEM LICENSE AGRE...
MSC 005047777	1/1/1995	AGREE...	AMENDMENT No. 22 Amendment Date: January 1, 1995 to MICROSOFT OEM LICENSE AGRE...
MSC 005047796	4/1/1995	AGREE...	AMENDMENT No. 23 Amendment Date: April 1, 1995 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047799	7/1/1995	AGREE...	AMENDMENT No. 24 Amendment Date: July 1, 1995 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047806	6/1/1995	AGREE...	AMENDMENT No. 25 Amendment Date: June 1, 1995 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047810	7/1/1995	AGREE...	AMENDMENT No. 26 Amendment Date: July 1, 1995 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047831	6/1/1995	AGREE...	AMENDMENT No. 27 Amendment Date: June 1, 1995 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047836	12/6/1995	CORRES...	Microsoft OEM License Agreement for Desktop Operating Systems between MICROSOFT CORPO...
MSC 005047837	12/6/1995	CORRES...	Microsoft OEM License Agreement for Desktop Operating Systems between MICROSOFT CORPO...
MSC 005047838	12/6/1995	CORRES...	Microsoft OEM License Agreement for Desktop Operating Systems between MICROSOFT CORPO...
MSC 005047839	10/1/1995	AGREE...	AMENDMENT No. 28 Amendment Date: October 1, 1995 to MICROSOFT OEM LICENSE AGRE...
MSC 005047849	8/1/1995	AGREE...	AMENDMENT No. 29 Amendment Date: August 1, 1995 to MICROSOFT OEM LICENSE AGRE...
MSC 005047894	1/1/1996	AGREE...	AMENDMENT No. 30 Amendment Date: January 1, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047913	1/1/1996	AGREE...	AMENDMENT No. 31 Amendment Date: January 1, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047934	1/26/1996	AGREE...	AMENDMENT No. 32 Amendment Date: January 26, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047946	5/1/1996	AGREE...	AMENDMENT No. 33 Amendment Date: June 1, 1996 to MICROSOFT OEM LICENSE AGREEME...
MSC 005047960	8/26/1996	AGREE...	AMENDMENT No. 34 Amendment Date: August 26, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047962	8/30/1996	AGREE...	AMENDMENT No. 35 Amendment Date: August 30, 1996 to MICROSOFT OEM LICENSE AGRE...
MSC 005047968	9/20/1996	AGREE...	AMENDMENT No. 36 Amendment Date: September 20, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005048672	10/1/1997	AGREE...	AMENDMENT NUMBER 5 Amendment Date: October 1, 1997 to MICROSOFT OEM LICENSE AG...
005048710	12/1/1996	AGREE...	AMENDMENT NUMBER 4 Amendment Date: December 1, 1996 to MICROSOFT OEM LICENSE ...
MSC 005048737	10/1/1996	AGREE...	AMENDMENT NUMBER 3 Amendment Date: October 1, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005048740	10/1/1996	AGREE...	AMENDMENT NUMBER 2 Amendment Date: October 1, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005048744	10/1/1996	AGREE...	MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS #1172-620...
MSC 005048777	10/1/1996	AGREE...	AMENDMENT NUMBER 1 Amendment Date: October 1, 1996 to MICROSOFT OEM LICENSE AG...
MSC 005050343	4/1/1992	AGREE...	Letter of Intent Between Microsoft Corporation and Hewlett-Packard Company December 20, 1991 ...
MSC 005050349	5/7/1991	REPORT	HEWLETT PACKARD COMPANY AND MICROSOFT CORPORATION PURCHASE ORDER AND...
MSC 005050366	4/1/1995	AGREE...	Amendment No. 6 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 005050371	2/1/1994	AGREE...	Amendment No. 5 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 005050385	3/15/1993	AGREE...	Amendment No. 4 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 005050390	11/1/1992	AGREE...	Amendment No. 3 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 005050393	1/2/1992	AGREE...	Amendment No. 1 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 005050406	7/31/1990	AGREE...	LICENSE AGREEMENT for MICROSOFT MS-DOS ROM VERSION 3.22 Between MICROSOFT C...
MSC 000245073	5/1/1996	AGREE...	AMENDMENT No. 33 Amendment Date: June 1, 1996 to MICROSOFT OEM LICENSE AGREEME...
MSC 000245087	1/1/1994	AGREE...	Amendment No. 20 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 000245128	10/29/1993	AGREE...	Amendment No. 19 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 000245136	10/29/1993	AGREE...	Amendment No. 18 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 000245149	2/15/1993	AGREE...	Amendment No. 17 to the License Agreement Between HEWLETT-PACKARD COMPANY and MIC...
MSC 000245170	6/1/1992	AGREE...	Amendment No. 16 to the License Agreement between HEWLETT-PACKARD and MICROSOFT C...
MSC 000245202	4/1/1992	REPORT	Amendment No. 15 to the License Agreement between HEWLETT-PACKARD and MICROSOFT C...
MSC 000245228	4/1/1991	AGREE...	AMENDMENT Amendment to the License Agreement between HEWLETT-PACKARD COMPANY ...
MSC 000245256	10/8/1990	AGREE...	Amendment to the License Agreement Between HEWLETT-PACKARD COMPANY and MICROSO...
MSC 000245272	4/30/1990	AGREE...	AMENDMENT [between MICROSOFT CORPORATION ("MS"), a Delaware corporation, and HEW...
MSC 000245274	1/15/1990	AGREE...	AMENDMENT [between MICROSOFT CORPORATION ("MS"), a Delaware corporation, and HEW...
MSC 000245326	6/30/1988	AGREE...	MASTER SOFTWARE LICENSE AGREEMENT for MICROSOFT R SYSTEM AND APPLICATION...
MSC 000245441	1/5/1988	AGREE...	Letter of Intent Between Microsoft and Hewlett Packard
MSC 000245444	3/15/1988	AGREE...	Letter of Intent Between Microsoft Corporation and Hewlett-Packard Company March 15, 1988
MSC 000536308	8/8/1983	AGREE...	AMENDMENT XVII TO SOFTWARE LICENSE AGREEMENT BETWEEN MICROSOFT CORPOR...
C 000000005	2/2/1993	LEGAL D...	DECLARATION OF KENT ROBERTS
C 000000593	9/9/1992	FINANCL...	NOVELL, INC.
0000620	12/16/1991	PUBLICA...	NOVELL'S MANIFEST DESTINY: NETWORK EVERYWHERE.
0000653	11/0/1992	PUBLICA...	Novell-USL Buyout?

MS98 0188182
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

C 00001003	12/3/1992	LEGAL D...	BEFORE THE FEDERAL TRADE COMMISSION In the Matter of INTERNATIONAL BUSINESS M...
C 0001287	0/0/1900	LEGAL D...	MICROSOFT'S SECOND RESPONSE TO DEPARTMENT OF JUSTICE CIVIL INVESTIGATIVE D...
C 0001358	8/10/1992	REPORT	MICROSOFT CORPORATION 1992 ANNUAL REPORT
C 000001408	12/21/1992	PUBLICA...	PCWEEK SPECIAL REPORT A SUPPLEMENT TO PC WEEK DECEMBER 21, 1992 OPERATIN...
C 000001516	1/18/1993	LEGAL D...	BEFORE THE FEDERAL TRADE COMMISSION In the Matter of INTERNATIONAL BUSINESS M...
C 000001558	9/19/1993	LEGAL D...	CONFIDENTIAL SUBMISSION OF MICROSOFT CORPORATION TO THE STAFF OF THE ANTI...
C 000001713	12/21/1992	PUBLICA...	OPERATING SYSTEMS
C 000001834	0/0/1992	FINANCI...	MICROSOFT CORPORATION 1992 ANNUAL REPORT
C 000002141	2/2/1993	LEGAL D...	DECLARATION OF KENT ROBERTS
C 000002288	11/13/1991	REPORT	Microsoft Corporation Final Report DR-DOS v6.0
C 000003856	6/18/1994	LEGAL D...	In Re: Antitrust Investigation Civil Investigative Demand No. 10807 DEPOSITION OF MICHAEL J. M...
C 000003982	6/18/1994	LEGAL D...	In Re: Antitrust Investigation Civil Investigative Demand No. 10807 DEPOSITION OF MICHAEL J.M...
C 000004541	6/18/1994	LEGAL D...	In Re: Antitrust Investigation Civil Investigative Demand No. 10807 DEPOSITION OF MICHAEL J. M...
C 000005318	2/24/1993	PUBLICA...	3 area firms to set high-speed standards
C 000005321	3/15/1993	PUBLICA...	IBM, Apple, Motorola gain allies for RISC chip set
C 000005732	2/2/1993	LEGAL D...	DECLARATION OF KENT ROBERTS
C 000005769	11/16/1993	LEGAL D...	Commission of the European Communities Directorate General for Competition CASE IV/34.769 NO...
C 000005863.0.0	2/2/1993	LEGAL D...	Exhibit N DECLARATION OF KENT ROBERTS
C 000005883	11/13/1991	REPORT	Microsoft Corporation Final Report DR-DOS v6.0
C 000006065	12/16/1992	LEGAL D...	BEFORE THE FEDERAL TRADE COMMISSION In the Matter of INTERNATIONAL BUSINESS M...
C 000006172	11/13/1991	REPORT	Microsoft Corporation Final Report DR-DOS v6.0
C 000006370	12/16/1992	LEGAL D...	BEFORE THE FEDERAL TRADE COMMISSION In the Matter of INTERNATIONAL BUSINESS M...
C 000006406	11/13/1991	REPORT	Microsoft Corporation Final Report DR-DOS v6.0
C 000006644	4/15/1994	LEGAL D...	BEFORE THE ANTITRUST DIVISION OF THE UNITED STATES DEPARTMENT OF JUSTICE In t...
C 000006691	5/24/1994	LEGAL D...	Antitrust Investigation Investigate Demand No. 10807 DEPOSITION OF PAUL MARITZ Volume 1
C 000006998	5/25/1994	LEGAL D...	In Re: Antitrust Investigation Civil Investigative Demand No. 10807 DEPOSITION OF PAUL MARITZ ...
C 000012433.0.0	10/9/1992	LEGAL D...	OFFICIAL TRANSCRIPT PROCEEDINGS BEFORE FEDERAL TRADE COMMISSION CASE NO. ...
MS 005003967	7/28/1989	AGREE...	MS LMX Proposal to HP-IMPORTANT ELEMENTS OF MICROSOFT (MS) PROPOSAL TO HEW...

HIGHLY
CONFIDENTIAL

MS98 0188183
CONFIDENTIAL

EXHIBIT LIST

- A = End User Provisions
- B = Trademark and Trademark Country List
- C = Product Exhibit
- D = Internal Development Tools
- E = Site License Provisions
- M = Customer System Exhibit
- N = HP Mainstream Systems and Standard Systems

HIGHLY
CONFIDENTIAL

Page 21

MSC 00246346

HIGHLY
CONFIDENTIAL

MS98 0188184
CONFIDENTIAL

End User License Agreement

EXHIBIT "A"

HP SOFTWARE PRODUCT LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT: Please carefully read the License Agreement below before opening the media envelope. The right to use this HP Software Product is sold only on the condition that the Customer agrees to the following License. If you do not agree to the terms of the License, you may return the unopened package for a full refund. **HOWEVER, OPENING THE MEDIA ENVELOPE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

LICENSE AGREEMENT

In return for the payment of the one-time fee for this software product, Customer receives from Hewlett Packard (HP) a license to use the product subject to the following terms and conditions:

1. The product may be used without time limit on one personal computer or workstation.
2. A separate license agreement and fee is required for each personal computer or workstation on which the product is used.
3. The software product may not be duplicated or copied except for archive purposes, program error verification, or to replace defective media, and all copies made must bear the copyright notices contained in the original.
4. This license and the software product may be transferred to a third party, with prior written consent from HP, provided the third party agrees to all the terms of this License Agreement and Customer does not retain any copies of the software product.
5. Purchase of this license does not transfer any right, title, or interest in the software product to Customer except as specifically set forth in this License Agreement. Customer is on notice that the software product is protected under the copyright laws. This software product may have been developed by an independent third party software supplier named in this package, which holds copyright or other proprietary rights in the software product. Customer may be held responsible by this supplier for any infringement of such rights by Customer.
6. HP reserves the right to terminate this license upon breach. In the event of termination, Customer will either return all copies of the product to HP or, with HP's prior consent, provide HP with a certificate of destruction of all copies.
7. In the event Customer modifies the software product or includes it in any other software program, upon termination of this license Customer agrees either to remove the software product or any portion thereof from the modified program and return it to HP or to provide HP with a certificate of destruction thereof.

LIMITED WARRANTY

SOFTWARE: HP warrants for a period of NINETY (90) DAYS from the date of purchase that the software product will execute its programming instructions when properly installed on the personal computer or workstation indicated on this package. HP does not warrant that the operation of the software will be uninterrupted or error free. In the event that this software product fails to execute its programming instructions during the warranty period, Customer's remedy shall be to return the diskette(s) or tape cartridge(s) ("media") to HP for replacement. Should HP be unable to replace the media within a reasonable amount of time, Customer's alternate remedy shall be a refund of the purchase price upon return of the product and all copies.

HIGHLY
CONFIDENTIAL

MSC 00246347

MS98 0188185
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

End User License Agreement
Cont'd

EXHIBIT "A"

MEDIA: HP warrants the media upon which this product is recorded to be free from defects in materials and workmanship under normal use for a period of **NINETY (90) DAYS** from the date of purchase. In the event any media prove to be defective during the warranty period, Customer's remedy shall be to return the media to HP for replacement. Should HP be unable to replace the media within a reasonable amount of time, Customer's alternate remedy shall be a refund of the purchase price upon return of the product and all copies.

NOTICE OF WARRANTY CLAIMS: Customer must notify HP in writing of any warranty claim not later than thirty (30) days after the expiration of the warranty period.

LIMITATION OF WARRANTY: HP makes no other express warranty, whether written or oral with respect to this product. Any implied warranty of merchantability or fitness is limited to the 90-day duration of this written warranty. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusions may not apply to you*.

This warranty gives specific legal rights, and you may also have other rights which vary from state to state, or province to province.

EXCLUSIVE REMEDIES: The remedies provided above are Customer's sole and exclusive remedies. In no event shall HP be liable for any direct, indirect, special, incidental, or consequential damages (including lost profit) whether based on warranty, contract, tort, or any other legal theory. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

WARRANTY SERVICE: Warranty service may be obtained from the nearest HP sales office or other location indicated in the owner's manual or service booklet.

By filling out the attached card, your name will be added to HP's personal computer mailing list so that you will be notified of special information, updates and product information by mail. Please take a moment to fill out the card and return it to HP.

* UK only: if you are a "consumer" as defined by statute, parts of this statement may not apply to you.

HIGHLY
CONFIDENTIAL

MSC 00245348

MS98 0188186
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT B

Countries in which Trademark Registrations for the Microsoft Trademarks Multiplan, MS-DOS and all other Trademarks specified in Exhibit C have been completed:

<u>Multiplan</u>	<u>MS-DOS</u>	<u>All Other Exhibit C Trademarks</u>
U.S.	U.S.	U.S.
Australia	Argentina	Canada
Austria	Austria	West Germany
Benelux	Benelux	France
Bolivia	Bolivia	Italy
Brazil	Brazil	Spain
Canada	Canada	United Kingdom
Denmark	Chile	Denmark
Dominican Republic	Costa Rica	Portugal
Ecuador	Denmark	Belgium
Finland	Dominican Republic	Luxemborg
France	Ecuador	Greece
Guatemala	France	Ireland
Ireland	Guatemala	Sweden
Israel	Ireland	Norway
Italy	Japan	Finland
Korea	Korea	Switzerland
New Zealand	Mexico	Japan
Norway	Norway	Australia
Panama	Panama	New Zealand
Paraguay	Paraguay	Chile
Peru	Peru	Columbia
PR China	PR China	Venezuela
Saudi Arabia	Saudi Arabia	Mexico
South Africa	South Africa	Taiwan
Spain	Spain	Israel
Switzerland	Switzerland	PR China
Taiwan	Taiwan	Saudi Arabia
United Kingdom	Uruguay	South Africa
Uruguay	West Germany	
West Germany		

MS Logo: **Microsoft**

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

HIGHLY
CONFIDENTIAL

Page 22

MSC 00245349

MS98 0188187
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C1

LICENSED PROGRAM: Microsoft® OS/2

VERSION NO: 1.0 and 1.1 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.	
(b) Document:	Number:
Setup Guide	51083003-100-000-0487
User's Reference Guide	51083002-100-000-0487

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$95.00

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® OS/2

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

HIGHLY
CONFIDENTIAL

MSC 00245350

Page 23

MS98 0188188
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C1
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

HP agrees to pay a minimum of Zero Dollars (US\$0.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the calendar quarter during which the first of the following occur: the date of first HP shipment of any Licensed Program to a customer, or six months after the EFFECTIVE DATE of this Agreement (hereafter "FIRST PAYMENT DATE")	\$0.00	\$0.00
3 months after the FIRST PAYMENT DATE	\$0.00	\$0.00
6 months after the FIRST PAYMENT DATE	\$0.00	\$0.00
9 months after the FIRST PAYMENT DATE	<u>\$0.00</u>	<u>\$0.00</u>
Total First Period Minimum Commitment	<u>\$0.00</u>	<u>\$0.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188189
CONFIDENTIAL

EXHIBIT C1
(Continued)

Second Period of This Agreement

HP agrees to pay a minimum of Five Hundred Seventy Thousand Dollars (US\$570,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
12 months after the FIRST PAYMENT DATE of this Agreement	\$142,500.00	\$142,500.00
15 months after the FIRST PAYMENT DATE	\$142,500.00	\$285,000.00
18 months after the FIRST PAYMENT DATE	\$142,500.00	\$427,500.00
21 months after the FIRST PAYMENT DATE	<u>\$142,500.00</u>	<u>\$570,000.00</u>
Total Second Period Minimum Commitment	<u>\$570,000.00</u>	<u>\$570,000.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188190
CONFIDENTIAL

EXHIBIT C1
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

HP agrees to pay a minimum of Nine Hundred Fifty Thousand Dollars (US\$950,000.00) for Licensed Program 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. All minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
24 months after the FIRST PAYMENT DATE of this Agreement	\$237,500.00	\$237,500.00
27 months after the FIRST PAYMENT DATE	\$237,500.00	\$475,000.00
33 months after the FIRST PAYMENT DATE	\$237,500.00	\$712,500.00
42 months after the FIRST PAYMENT DATE	<u>\$237,500.00</u>	<u>\$950,000.00</u>
Total Third Period Minimum Commitment	<u>\$950,000.00</u>	<u>\$950,000.00</u>

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

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.

HIGHLY
CONFIDENTIAL

MSC 00246363

HIGHLY
CONFIDENTIAL

MS98 0188191
CONFIDENTIAL

EXHIBIT C1
(Continued)

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.

HP plans a release of OS/2 between release 1.0 (which HP will designate for its own use as "1.0A") and 1.1 (referred to hereafter as "1.0B") 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. This royalty will be negotiated in good faith.

ADDITIONAL PROVISIONS

(a) 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.

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

(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) Notwithstanding the provisions of Sections 1.8 and 4.1, future versions of this Licensed Program may only be available to HP under terms different than those contained herein.

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

HIGHLY
CONFIDENTIAL

MS98 0188192
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C2

LICENSED PROGRAM: MS-DOS®/GW-BASIC®

VERSION NO: 3.3, 4.0 and all subsequent versions and releases (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$8.00 for the first twelve months after the EFFECTIVE DATE of this Agreement

\$9.00 for the second twelve months after the EFFECTIVE DATE of this Agreement

\$10.00 for the third twelve months after the EFFECTIVE DATE of this Agreement and thereafter

HARDWARE SUPPORT:

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

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® MS-DOS®

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

HIGHLY
CONFIDENTIAL

MS98 0188193
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C3

LICENSED PROGRAM: Microsoft® Windows

VERSION NO: 2.03 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$ 5.00

PACKAGED PRODUCT PRICING:

Per copy: \$35.00 (includes royalty and materials)

HARDWARE SUPPORT

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

ADDITIONAL PROVISIONS:

(a) HP may elect to add the following foreign language versions of Licensed Program for which it will pay the actual MS material cost necessary to upgrade the materials delivered from Release 1.X to 2.X; such cost not to exceed Four Thousand Dollars (US\$4,000.00) per language version: French, German and Italian.

(b) MS shall charge HP no royalty beyond the royalty for the domestic version of the Licensed Program for HP's upgrade of its Windows 1.X customers to Windows 2.X.

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows

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

HIGHLY
CONFIDENTIAL

Page 29

MSC 00245356

HIGHLY
CONFIDENTIAL

MS98 0188194
CONFIDENTIAL

EXHIBIT C3
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

HP agrees to pay a minimum of One Hundred Forty Four Thousand Dollars (US\$144,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
End of the calendar quarter during which the first of the following occur: the date of first HP shipment of any Licensed Program to a customer, or six months after the EFFECTIVE DATE of this Agreement (hereafter "FIRST PAYMENT DATE")	\$72,000.00	\$72,000.00
3 months after the FIRST PAYMENT DATE	\$72,000.00	\$144,000.00
6 months after the FIRST PAYMENT DATE	\$0.00	\$144,000.00
9 months after the FIRST PAYMENT DATE	\$0.00	\$144,000.00
Total First Period Minimum Commitment	<u>\$144,000.00</u>	<u>\$144,000.00</u>

Except for the amount due on signing, 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 C4

LICENSED PROGRAM: Microsoft® Windows/386

VERSION NO: 2.03 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$ 5.00

PACKAGED PRODUCT PRICING:

Per Copy: \$45.00 (includes royalty and materials)

HARDWARE SUPPORT:

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

ADDITIONAL PROVISIONS:

(a) Microsoft will offer this Licensed Program in either MS Packaged Product or HP manufactured form.

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows/386

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

HIGHLY
CONFIDENTIAL

MSC 00246358

HIGHLY
CONFIDENTIAL

MS98 0188196
CONFIDENTIAL

EXHIBIT C5

LICENSED PROGRAM: Microsoft® Networks

VERSION NO: 1.03 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$16.00

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Networks

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188197
CONFIDENTIAL

EXHIBIT C6

LICENSED PROGRAM: Microsoft® OS/2 LAN Manager

VERSION NO: 1.0 and 1.1 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.	
(b) Document:	Number:
User's Guide	06086001-100-000-0488
User's Reference Guide	06086013-100-000-0488
Administrator's Guide	06086012-100-000-0488
Administrator's Reference Guide	06086021-100-000-0488
Quick Reference Guide	06086005-100-000-0488
Quick Setup Guide	06086010-100-000-0488
Programmer's Reference Guide	06086014-100-000-0488

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$430.00. "Per copy" refers to a single copy of the Licensed Program which entitles the end user to server software and a copy of the Microsoft OS/2 operating system, both to be run on one server, and the right to make an unlimited number of copies of LAN Manager and MS-NET client software and documentation so long as the workstation clients function as active stations to such server. HP agrees to use best efforts to enforce the foregoing restrictions.

ADDITIONAL PROVISIONS:

(a) In the event that MS and HP are unable to agree on terms for licensing future releases and versions of the Licensed Program subsequent to 1.1, MS agrees to grant HP a source code license for Licensed Program at a price not to exceed Fifty Thousand Dollars (US\$50,000.00).

(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) MS shall use best efforts, subject to MS's reasonable business constraints, to establish reduced royalty pricing for a subset of the Licensed Program to be marketed with an HP dedicated network peripheral server that will not in and of itself prohibit HP from marketing a commercially viable dedicated network peripheral server.

(d) 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.

EXHIBIT C6
(Continued)

(e) Subject to the provisions of Section 2.5, HP may market and distribute this Licensed Program with HP value added software Customer Systems, provided:

1) such software provides the network server the ability to communicate with HP minicomputers, and

2) the Licensed Program may not be marketed with HP value added software Customer Systems by present or future HP distributors or dealers, unless such distributors or dealers market such Customer Systems with the Packaged Product version of the Licensed Program, provided that in the event MS has not introduced a Packaged Product version of the Licensed Program by July 1, 1989, the Licensed Program may be marketed with HP value added software Customer Systems by present or future HP distributors or dealers.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® OS/2 LAN Manager

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188199
CONFIDENTIAL

EXHIBIT C6
PAYMENT SCHEDULES

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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
Signing of this Agreement (payment due upon signing)	\$100,000.00	\$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	\$101,875.00
3 months after the FIRST PAYMENT DATE	\$1,875.00	\$103,750.00
6 months after the FIRST PAYMENT DATE	\$1,875.00	\$105,625.00
9 months after the FIRST PAYMENT DATE	<u>\$1,875.00</u>	<u>\$107,500.00</u>
Total First Period Minimum Commitment	<u>\$107,500.00</u>	<u>\$107,500.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188200
CONFIDENTIAL

EXHIBIT C6
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

HP agrees to pay a minimum of Seven Hundred Fifty Two Thousand Five Hundred Dollars (US\$752,500.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
12 months after the FIRST PAYMENT DATE	\$188,125.00	\$188,125.00
15 months after the FIRST PAYMENT DATE	\$188,125.00	\$376,250.00
18 months after the FIRST PAYMENT DATE	<u>\$188,125.00</u>	<u>\$564,375.00</u>
21 months after the FIRST PAYMENT DATE	<u>\$188,125.00</u>	<u>\$752,500.00</u>
Total Second Period Minimum Commitment	<u>\$752,500.00</u>	<u>\$752,500.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188201
CONFIDENTIAL

EXHIBIT C7

LICENSED PROGRAM: Mouse Driver

VERSION NO: 1.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

(a) Per System: \$.375 Per Copy: \$.75

(b) For purposes of payment or royalties due for the Licensed Program the CUSTOMER SYSTEM(s) shall be as follows:

Vectra ES family
Vectra RS family
Vectra Publisher
EP-HIL Card
Vectra A
Vectra A+
Vectra QS family

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Mouse Driver

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

HIGHLY
CONFIDENTIAL

Page 37

MSC 00245364

HIGHLY
CONFIDENTIAL

MS98 0188202
CONFIDENTIAL

EXHIBIT C8

LICENSED PROGRAM: Microsoft® Multiplan®

VERSION NO: 1.X (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$41.25

ADDITIONAL PROVISIONS:

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

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1982, 1983, 1984, 1985, 1986, 1987, 1988.
All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Multiplan®

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

HIGHLY
CONFIDENTIAL

EXHIBIT C9

LICENSED PROGRAM: Microsoft® Word

VERSION NO: 2.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$83.75

ADDITIONAL PROVISIONS:

(a) HP shall pay MS a royalty of One Hundred Sixty Seven Dollars and Fifty Cents (US\$167.50) for each copy of Licensed Program sold as a multi-user version on any system.

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Word

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C10

LICENSED PROGRAM: Microsoft® Spell

VERSION NO: 1.X (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$3.00

ADDITIONAL PROVISIONS:

RP may license the Licensed Program only for use in single user configurations.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® MS Spell

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

HIGHLY
CONFIDENTIAL

Page 40

MSC 00246367

HIGHLY
CONFIDENTIAL

MS98 0188205
CONFIDENTIAL

EXHIBIT C11

LICENSED PROGRAM: Microsoft® OS/2 Mouse Driver Source Code

VERSION NO: 1.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

Two formatted diskettes containing files used to produce OS/2 Mouse Driver.

SOURCE CODE FEE:

HP agrees to pay MS a source code fee of Two Thousand Dollars (US\$2,000.00), due on signing of Agreement.

ROYALTY PRICING:

Per Copy: \$0.00

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® OS/2 Mouse Driver Source Code

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

HIGHLY
CONFIDENTIAL

Page 41

MSC 00245368

HIGHLY
CONFIDENTIAL

MS98 0188206
CONFIDENTIAL

EXHIBIT C12

LICENSED PROGRAM: Microsoft® 8-bit Languages

LICENSED PROGRAM DELIVERABLES:

The 8-bit languages licensed under this Exhibit are comprised of the following:

BASIC
BASIC Compiler
Cobol
Fortran

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$0.00

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988. All rights reserved.

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

HIGHLY
CONFIDENTIAL

MS98 0188207
CONFIDENTIAL
HIGHLY
CONFIDENTIAL

EXHIBIT C13

LICENSED PROGRAM: Microsoft® QuickBASIC

VERSION NO.: 4.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

- | | |
|---|---------|
| (a) Licensed Program in Object Code form. | |
| (b) Document: | Number: |
| Learning and Using QuickBASIC | 00618 |
| Programming in BASIC | 00619 |
| BASIC Language Reference | 00620 |

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: 15% of Suggested Retail Price.

ADDITIONAL PROVISIONS:

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

(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.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® QuickBASIC

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188208
CONFIDENTIAL

EXHIBIT C15

LICENSED PROGRAM: Microsoft® BASIC Compiler

VERSION NO.: 6.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.	
(b) Document:	Number:
User's Guide	007-014-013
BASIC Language Reference	007-014-014
MS Codeview and Utilities	007-014-015

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: 15% of Suggested Retail Price.

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® BASIC Compiler

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188210
CONFIDENTIAL

EXHIBIT C17

LICENSED PROGRAM: Microsoft® Fortran

VERSION NO.: 4.1 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.	
(b) Document:	Number:
User's Guide	005-014-095
Language Reference	005-014-096
MS Codeview and Utilities	005-014-097

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: 15% of Suggested Retail Price.

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Fortran

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188212
CONFIDENTIAL

EXHIBIT C18

LICENSED PROGRAM: Microsoft® Macro Assembler

VERSION NO.: 5.1 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

- | | |
|---|---------|
| (a) Licensed Program in Object Code form. | |
| (b) Document: | Number: |
| Programmer's Guide | 01506 |
| CV/Utilities | 01507 |
| Programmer's Reference | 01509 |

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: 15% of Suggested Retail Price.

ADDITIONAL PROVISIONS:

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

(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.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988: All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Macro Assembler

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188213
CONFIDENTIAL

EXHIBIT C19

LICENSED PROGRAM: Microsoft® Pascal

VERSION NO.: 4.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a)	Licensed Program in Object Code form.	
(b)	Document:	Number:
	User's Guide	020-014-055
	Language Reference	020-014-056
	MS Codeview and Utilities	020-014-064

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: 15% of Suggested Retail Price.

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Pascal

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

HIGHLY
CONFIDENTIAL

Page 49

MSC 00245376

HIGHLY
CONFIDENTIAL

MS98 0188214
CONFIDENTIAL

EXHIBIT C20

LICENSED PROGRAM: Microsoft® CD ROM Extensions

VERSION NO.: 1.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$2.00

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® CD ROM Extensions

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188215
CONFIDENTIAL

EXHIBIT C20
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

HP agrees to pay a minimum of Five Thousand Dollars (US\$5,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
Signing of this Agreement (payment due upon signing)	\$0.00	\$0.00
End of the: 1st calendar quarter after the earlier of: the date of first shipment of any Licensed Program by HP to a customer, or six months after the EFFECTIVE DATE of this Agreement (hereafter "FIRST PAYMENT DATE")	\$1,250.00	\$1,250.00
3 months after the FIRST PAYMENT DATE	\$1,250.00	\$2,500.00
6 months after the FIRST PAYMENT DATE	\$1,250.00	\$3,750.00
9 months after the FIRST PAYMENT DATE	\$1,250.00	\$5,000.00
Total First Period Minimum Commitment	\$5,000.00	\$5,000.00

**HIGHLY
CONFIDENTIAL**

**HIGHLY
CONFIDENTIAL**

**MS98 0188216
CONFIDENTIAL**

EXHIBIT C20
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

HP agrees to pay a minimum of Five Thousand Dollars (US\$5,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$1,250.00	\$1,250.00
15 months after the FIRST PAYMENT DATE	\$1,250.00	\$2,500.00
18 months after the FIRST PAYMENT DATE	\$1,250.00	\$3,750.00
21 months after the FIRST PAYMENT DATE	<u>\$1,250.00</u>	<u>\$5,000.00</u>
Total Second Period Minimum Commitment	<u>\$5,000.00</u>	<u>\$5,000.00</u>

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188217
CONFIDENTIAL

EXHIBIT C21

LICENSED PROGRAM: Microsoft® Windows Single Application Environment

VERSION NO.: 2.03 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This product has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PRICING:

Per Copy: \$0.00

ADDITIONAL PROVISIONS:

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985, 1986, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows Single Application Environment

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188218
CONFIDENTIAL

EXHIBIT C22

LICENSED PROGRAM: Microsoft® Excel

VERSION NO.: 2.0 (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.

ROYALTY PRICING:

Per Copy: \$ 75.00

PACKAGED PRODUCT PRICING:

Per Copy: \$148.50 (includes royalty and materials)

ADDITIONAL PROVISIONS:

(a) 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.

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

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987, 1988. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Excel

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188219
CONFIDENTIAL

EXHIBIT C22
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

HP agrees to pay a minimum of Four Hundred Thousand Dollars (US\$400,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
Signing of this Agreement (payment due upon signing)	\$100,000.00	\$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")	\$75,000.00	\$175,000.00
3 months after the FIRST PAYMENT DATE	\$75,000.00	\$250,000.00
6 months after the FIRST PAYMENT DATE	\$75,000.00	\$325,000.00
9 months after the FIRST PAYMENT DATE	\$75,000.00	\$400,000.00
Total First Period Minimum Commitment	<u>\$400,000.00</u>	<u>\$400,000.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188220
CONFIDENTIAL

EXHIBIT C22
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

HP agrees to pay a minimum of Three Hundred Thousand Dollars (US\$300,000.00) 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)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
12 months after the FIRST PAYMENT DATE of this Agreement	\$75,000.00	\$75,000.00
15 months after the FIRST PAYMENT DATE	\$75,000.00	\$150,000.00
18 months after the FIRST PAYMENT DATE	\$75,000.00	\$225,000.00
21 months after the FIRST PAYMENT DATE	<u>\$75,000.00</u>	<u>\$300,000.00</u>
Total Second Period Minimum Commitment	<u>\$300,000.00</u>	<u>\$300,000.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188221
CONFIDENTIAL

EXHIBIT C22
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

HP agrees to pay a minimum of Three Hundred Thousand Dollars (US\$300,000.00) for Licensed Program 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. All minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
24 months after the FIRST PAYMENT DATE of this Agreement	\$75,000.00	75,000.00
27 months after the FIRST PAYMENT DATE	\$75,000.00	\$150,000.00
33 months after the FIRST PAYMENT DATE	\$75,000.00	\$225,000.00
42 months after the FIRST PAYMENT DATE	<u>\$75,000.00</u>	<u>\$300,000.00</u>
Total Third Period Minimum Commitment	<u>\$300,000.00</u>	<u>\$300,000.00</u>

Except for the amount due on signing, 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

HIGHLY
CONFIDENTIAL

MS98 0188222
CONFIDENTIAL

EXHIBIT C22
(Continued)

TECHNICAL CONSIDERATIONS

A. Definitions

For the purpose of this Exhibit, the following terms shall have the following meanings:

1. Excel. The commercial release of Microsoft Excel for MS-DOS and MS Windows (2.0 or later), including all domestic and international versions. This Exhibit and its attachments describe modifications and additional features that MS shall incorporate into their standard version of Excel. Some of these modifications and additional features may be general in nature, and MS may elect to document them as standard product features. Others will be solely for operation with NewWave, and will only be activated when operating in conjunction with NewWave.
2. NewWave. The HP NewWave workstation environment for MS-DOS and MS Windows 2.0 or later.
3. Shell. A NewWave aware program that encapsulates Excel and serves as the primary interface with NewWave. The Shell presents no user interface of its own. It communicates with NewWave via documented NewWave procedures and messages. It communicates with Excel via Excel's Dynamic Data Exchange (DDE) interface and through the DLL.
4. DLL. One or more Dynamic Link Libraries that provide necessary features that cannot be performed by the Shell or through enhancements to Excel. The DLL provide an interface between the Shell and Excel that does not depend on Excel's DDE interface.
5. ES. A detailed External Specification for all components of the project, including, but not limited to the modifications and enhancements to Excel, the Shell and the DLL, as well as detailed schedules and clear definitions of division of responsibility. The ES will be included as an attachment to the Exhibit to the Agreement as the sole technical specification. The contents of the ES shall be mutually agreed to by HP and MS.

B. Intent

1. MS and HP agree to execute a joint-development project to allow Excel to operate with NewWave and take advantage of its major architectural features ("Project" herein). The objectives and planned implementation strategy for the Project shall be specified in the ES.
2. HP and MS agree to use the following as guidelines for determining the content of the ES: Microsoft Excel and HP NewWave Executive Overview, Version 1.0, January 29, 1988 (Attachment 1 to Exhibit C22) and Proposal for Integration of Microsoft Excel into HP NewWave (Attachment 2 to Exhibit C22). Exceptions to these documents are described in Section C of this Exhibit.

EXHIBIT C22
(Continued)

3. HP agrees to create the Shell.
4. HP agrees to make the necessary enhancements and modifications to NewWave.
5. MS agrees to make the necessary enhancements and modifications to Excel.
6. HP and MS agree to work cooperatively to create the DLL. HP agrees to create the portions of the DLL to access and maintain NewWave specific information and interface with NewWave. MS agrees to create the portions of the DLL that access and maintain Excel specific information and interface with Excel.

C. Clarifications to Technical Specification

The specification of requirements, features and implementation strategy as detailed in the Attachments to this Exhibit shall be modified as follows:

1. MS will not be required to modify Excel to interface with the NewWave background print generation service. MS agrees to insure that the full print functionality of Excel is programmatically available via the DDE interface.
2. MS agrees to investigate the requirements and make a best effort, barring significant technical limitations, to enhance Excel to be able to render graphical output to the clipboard or to a file in HP Gallery format, based on specifications provided by HP, or in another suitable format mutually agreed to by both parties.
3. HP shall be responsible for the development of all software to support browsing or printing of Excel specific data on non-NewWave systems connected to the NewWave system via electronic mail.
4. MS shall include drivers for HP specific hardware, including but not limited to the HP-BIL mouse and the Multimode video card as part of the runtime version of Windows 2.X included with all copies of Excel. These drivers shall be provided by HP.
5. MS shall include information in the Excel documentation which will briefly explain the operation of Excel under NewWave and direct the customer to the appropriate NewWave material for installation and operation.

D. Schedule and Deliverables

1. HP and MS shall assign the necessary engineering resources to this project and each party will identify an individual as the primary technical contact no later than May 1, 1988.
2. MS shall provide HP material as required and as available to assist HP in the development of the Shell or the DLL, including the development of routines to process MS specific data formats, including, but not limited to BIF, RIF

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188224
CONFIDENTIAL

EXHIBIT C22
(Continued)

and SYLK. This material shall include technical documentation, sample source code, reusable software modules, interim releases of Excel and the DLL, or other items as identified and agreed to by both parties.

3. HP shall provide MS material as required and as available to assist MS in the development of the DLL or the enhancements to Excel. This material shall include technical documentation, sample source code, reusable software modules, interim releases of the Shell and the DLL, or other items as identified and agreed to by both parties.

4. MS shall provide HP with copies of Excel (executable software and documentation) as required to support the development effort.

5. HP shall provide MS with copies of the NewWave Developer Toolkit as required to support the development effort.

6. HP and MS agree to create the ES on or before July 1, 1988.

7. HP and MS agree to approve the ES as the specification for implementation on or before July 15, 1988.

8. MS and HP shall release the first "feature complete" version, with all basic features and capabilities implemented and available for initial testing and review on or before October 1, 1988 or an alternate date specified in the ES.

9. MS shall use best efforts to release the U.S. version of Excel with all specified features no later than February 1, 1989 or an alternate date specified in the ES.

10. MS shall use best efforts to release the international versions of Excel with all specified features no later than 6 months after the release of the U.S. version, or an alternate date specified in the ES.

E. Follow-on Development and Support

1. MS agrees that barring significant technical limitations, the features and enhancements as defined in the ES will be included in all future versions of Excel. In the event that HP modifies future versions of NewWave such that significant modifications of Excel would be required to support the future NewWave features and enhancements, MS shall not be obligated to make such enhancements to Excel. In the event that MS modifies future versions of Excel such that the inclusion of future NewWave features and enhancements would create significant technical limitations (e.g. available memory), MS shall not be obligated to include such features and enhancements. Neither of these events described above shall be construed as relieving either HP or MS of its obligations under the terms of the Agreement.

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188225
CONFIDENTIAL

EXHIBIT C22
(Continued)

2. MS agrees to provide HP with advanced releases of all future versions of Excel and will work with HP to insure these future versions are tested and verified for compatibility with NewWave prior to their release.

INTENT TO SUPPORT OTHER OPERATING ENVIRONMENTS

HP and MS agree to the mutual intent of the parties to provide similar capabilities between future versions of Microsoft Excel and HP NewWave developed for other operating environments, including but not limited to MS OS/2 Presentation Manager, provided that MS intends to offer a version of Excel for the same operating environment for which HP intends to offer a version of NewWave. Both parties will negotiate in good faith to accommodate this intent.

PUBLIC ANNOUNCEMENT, PRODUCT PROMOTION AND RECOGNITION

A. MS and HP agree to participate in a joint public announcement and press release describing the objectives of this development project. The specific content of the announcement and press release will be mutually agreed to by both parties.

B. HP and MS agree to work together during the three year commitment period of this Exhibit to the Agreement to market the integration between Excel and NewWave in their respective promotional programs.

C. MS agrees to provide HP with statements of endorsement for this joint development to be used by HP in product promotions.

HIGHLY
CONFIDENTIAL

Page 61

MSC 00245388

MS98 0188226
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 1

MICROSOFT EXCEL AND HP NEWWAVE
EXECUTIVE OVERVIEW

Introduction

This paper provides a summary specification for the capabilities to be provided by an implementation of Microsoft Excel for the HP NewWave environment. It is intended to serve as the basic definition for a project that would allow Microsoft Excel to serve as a strategic spreadsheet solution for the first end-user release of the HP NewWave environment.

It is generally recognized that an implementation of Microsoft Excel that embraces all the features, capabilities and standards of the HP NewWave environment is not a practical short term objective. It would require a significant effort to specify and make the necessary changes to Microsoft Excel, and the resulting version would not be fully compatible (either at a user interface or data file level) with the existing commercial release. Therefore, the agreed strategy is to provide a partial implementation of the HP NewWave capabilities and standards, while maintaining compatibility with the current version of Microsoft Excel. This would be implemented through changes to Microsoft Excel, via an encapsulation shell program, or through a combination of both. This paper outlines the features based on a recognition of the limitations imposed by this approach.

Object Management Facility

Microsoft Excel must support activation from the OMF and be able to process the required messages. Data must be modeled as persistent data objects that can be represented as icons in the HP NewWave graphical environment. This will allow the user to create, move, copy, share, open, mail, serialize or delete data via direct manipulation or other HP NewWave Office commands. It must be determined whether this should make use of OMF object names and object store, or be implemented by referencing user-named DOS files (as described by HP's encapsulation technology). The former would provide better HP NewWave compatibility, but would most likely require extensive changes in Microsoft Excel and might potentially create data file inconsistencies with the current release.

Data Linking

Microsoft Excel worksheets and graphs must be able to support dynamic "hot links" to other applications using the data linking facilities implemented in the HP NewWave environment. This includes the ability to host multiple visual or data-passing views of ranges within a worksheet, or of an entire worksheet or graph. They must provide a "Link Control" user interface to allow the user to manage these views. These outbound views must be updated on user command or when the object is closed. Ideally, outbound views would also be updated whenever the referenced data changes.

Microsoft Excel worksheets must be able to serve as the destination of views from other applications. They must provide a "Link Control" user interface to

HIGHLY
CONFIDENTIAL

Page 62

MSC 00245389

HIGHLY
CONFIDENTIAL

MS98 0188227
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 1

(Continued)

manage these views. A worksheet must maintain the integrity of the landing zone, preventing the user from altering its contents or dimensions. Microsoft Excel must support activation in the background to update its outbound views when data from incoming views changes.

A compromise between the Microsoft Copy/Paste-Link and the HP Share/Paste models must be identified. It would be acceptable to use the former for the links among Microsoft Excel components and the latter for links with other HP NewWave objects.

Microsoft Excel's internal support for links among its own components must be accommodated within the HP NewWave object linking model. The solution must insure that links remain persistent when the user manipulates Microsoft Excel objects, and that cross-sheet references remain correct when Microsoft Excel objects are copied or serialized/deserialized.

Agent and API

The user must be able to record and play back Agent tasks across applications, including Microsoft Excel. Microsoft Excel must inform the Agent of the individual macro steps being executed, or provide the appropriate reference to a macro and macro sheet which contains the steps. This would be in addition to Microsoft Excel's own internal macro language capabilities, which cannot be completely replaced by the Agent Task language. When recording is initiated inside Microsoft Excel, the user must be allowed the choice of recording to an Agent Task or to a Microsoft Excel macro sheet. A method must be implemented to allow simple data exchange between Microsoft Excel and Agent local variables. This may involve support for data inquiries from the API or the ability of the Agent Task Editor to parse Microsoft Excel marco statements, providing text-level variable substitutions. It is recognized that these features may require enhancements by HP to the Agent facility.

It would be desirable to provide access to useful HP NewWave functions through the Microsoft Excel macro language. This would include reading and writing object and class properties, activating applications, initiating Agent tasks, etc.

Printing

Users must be able to drag a Microsoft Excel object to the printer service to be printed. This requires that Microsoft Excel fully support the print spooling model as described in the HP NewWave developer's documentation. Microsoft Excel must also be able to respond to print requests to its views from the destination objects.

Mail

An objective of the HP NewWave environment is to allow data objects to be viewed or printed at any workstation connected to an HP3000 mail network.

**HIGHLY
CONFIDENTIAL**

Page 63

MSC 00245390

**HIGHLY
CONFIDENTIAL**

MS98 0188228
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 1
(Continued)

whether or not it supports HP NewWave. The short term solution is to provide "browsers" for an HP NewWave workstation, or for the HP3000 that are able to display and print the contents of the various HP NewWave objects received via HP DeskManager. The longer term solution is for objects to "publish" (at the user's request) a primitive representation of the information they contain when the object is mailed.

Help and CBT

The help and computer based training solutions currently provided with Microsoft Excel are acceptable alternatives to the facilities provided as part of HP NewWave. The Microsoft Excel help text should be enhanced to cover the features and capabilities added for operation in the HP NewWave environment.

Phased Implementation

The first end-user release of HP NewWave will not provide support for all the capabilities described above. Therefore, to expedite the availability of an HP NewWave compatible version of Microsoft Excel, the features can be provided in phases. The first phase must cover the features described in the sections on the OMF and Printing. It must provide full support to source multiple, outgoing visual views, including a link control user interface. It must resolve the Paste-link vs. Share issue, and provide a viable solution for maintaining persistence and integrity of links among Microsoft Excel components when objects are copied. The first phase does not need to support outgoing data-passing views nor support incoming views. It is expected that full Agent support will be required for the first release, but a final decision has not been made at this time. An HP NewWave or HP3000 browser is desirable, but not required. Publishing support is not required until a later release.

HIGHLY
CONFIDENTIAL

MS98 0188229
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2

PROPOSAL FOR INTEGRATION OF MICROSOFT EXCEL INTO HP NEWWAVE

The format for this proposal is derived from the HP feature list for the four types of application integration possible in NewWave. The general implementation of a specific feature is discussed followed by a proposal for MS/HP implementation.

The agreed upon approach is to do a level III+ implementation, which means that Excel will be encapsulated in a NewWave aware shell. Specific modifications to Excel will also be done to improve integration. The current approach centers around heavy use of DDE as the link between Excel and the encapsulating shell. We are also considering the possibility of utilizing dynamic link library modules to incorporate some of the Shell functionality directly into Excel. This would improve performance because it would avoid some of the bank switching overhead encountered by multiple apps running concurrently under NewWave. In addition, DDE does not easily support the 2-way, synchronous communication that is required for some of the Excel/Shell support. This proposal will assume a proper mix of both mechanisms.

TASKS

Tasks refers to the API (Application Program Interface) capabilities of NewWave. This ability to record or write an Agent script to execute the functions of NewWave Apps will be supported with Excel by incorporating the Excel macro language into the NewWave Agent scripts. This incorporation will be done by encapsulating the macro language as a foreign syntax, where the Agent will not attempt to parse or directly execute the Excel macros. The Excel macros will be received by the agent during recording and stored within the script as an Excel specific block of commands. Execution will be accomplished by passing those Excel commands back to Excel. Note: Excel will only execute command equivalent macro commands through DDE execute, plus some special topics such as selection. This means that there are a very small number of recorded actions that may not be executed, such as changing the directory from the File Open dialog.

(HP is considering enhancement of the Agent to allow for rudimentary parsing of the Excel language. This would allow Agent variables to be embedded within the Excel macro arguments.)

The Task menu will not be supported by Excel. This will reduce the integration work and avoid confusing the user about which macro recording feature is preferred for programs that are exclusive to Excel. Recording or execution of NewWave Agent scripts will need to be started from other NewWave apps or most likely the NewWave Agent. This loss of flexibility is not considered a major issue.

HP: Definition of Agent syntax and capabilities to allow encapsulation of Excel macros within NewWave Agent scripts. It has been proposed that this might be accomplished by making the change of focus to Excel signify that the following statements are Excel specific.

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188230
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

Record NewWave Agent Scripts

A new internal macro record state will be added to Excel to allow recorded macro commands to be passed to the NewWave Agent for incorporation into the current script.

Excel: A new DDE item will be added to the System topic. The shell will establish a DDE channel to this item, which will place Excel in record mode and cause each recorded macro command to be passed through DDE to the shell. Record mode will be terminated when the channel is terminated.

Shell: The shell needs to take each macro command and pass it through the API for recording in the Agent script. The shell will need to have a complete implementation of the NewWave API.

MS: HP would like to investigate whether the macro commands should be passed in the Excel internal tokenized form rather than the character command form. MS needs to provide a description of the tokenized form.

Get and Receive Data from Agent Tasks

NewWave Agent Script writers need to access data from Excel in order to make flow control decisions or directly affect Excel. The proposal is for two commands to exist within the Script language that would GET and PUT data defined by an Excel range.

Excel: No specific changes. This is supported by the current DDE implementation.

Shell: The shell needs to translate these NewWave commands into DDE GET and PUT actions.

Receive and Playback Commands from Agent Tasks

Excel specific macro commands would be executed by Excel when received from the Agent Task.

Excel: No specific changes. Execute is supported by the current DDE implementation.

Shell: Either single commands or a block of commands from the Agent task would be sent to Excel as a DDE Execute. These would be exactly the same commands that were recorded from Excel. Multiple commands can be passed by enclosing each macro command in square brackets and concatenating the commands together into a block. Command at a time allows for more detailed error reporting during execution.

Invoke Agent Tasks from within Object

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188231
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

This functionality is not being supported to avoid user confusion between multiple record commands (Excel and NewWave) as well as reducing implementation overhead.

Object Specific Functions/Commands in Agent Script

This is the proposed solution for Excel/NewWave Agent integration. This implementation does not provide support for Excel to execute NewWave Agent specific commands.

Invoke Excel Macro from Agent Task

This is supported because all Excel macro commands, including the Macro Run command, can be executed from a NewWave Agent script.

CBT

The current Excel CBT is adequate, although HP would like to pursue technology sharing for CBT and Help between the MS CBT group and the HP NewWave CBT/Help group.

Help

The current Excel Help is adequate.

MS: How do we handle Help for the additional NewWave commands added to Excel? This is an interesting problem because of the changes in several top level commands (File Save Workspace File Save Object, addition of Manage Link and Share commands, and the changed meaning of Paste Link) and the different environment that Excel is running under. Perhaps HP should supply a different Help file.

Desktop

Since Excel is an MDI application, its document model does not fit well with the single document object model of NewWave. Excel Workspaces are the closest match to objects, in that a complete Excel session can be represented by the information stored in a Workspace file. Therefore, an Excel Workspace will be the Excel objects represented by NewWave. In order for this to work effectively, each Workspace object will consist of a DOS directory that contains the Excel .xlv workspace file, all of the local (default directory) Excel worksheet, macrosheet and chart files referenced by the workspace, and a link file used by the Excel shell to define worksheet links between Excel and other NewWave applications. The NewWave desktop would only deal with these Workspace directory objects. Excel would continue to support the normal DOS file commands such as File Open, Save and Delete.

The Excel File Save Workspace command will be changed to File Save New Object so that the NewWave user will have a natural way to support the NewWave object

HIGHLY
CONFIDENTIAL

MSC 00246394

Page 67

MS98 0188232
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

metaphors. Since each Excel NewWave object requires a separate directory, Save New Object will do more than save the workspace file for the currently opened Excel documents. Save New Object will need to create a new directory that matches the NewWave Object name, copy the Excel files that are referenced by the new Workspace to the new directory, create the .xlw file, and establish a new link file (and NewWave links) for any external links to those copied Excel files. Saving to an existing object will not be allowed.

Starting an Excel object from the desktop will cause the default directory to be changed to the selected object directory and the object's workspace to be opened in Excel. Exiting Excel will cause essentially a Save Workspace command to be executed so that the current workspace object will reflect the end of the Excel session.

There are problems with this mapping of Workspace to NewWave object, such as maintaining worksheet or chart links between objects when copied and the possible accumulation of unwanted files in the current object directory. These problems can be handled by the knowledgeable Excel user with the normal Excel commands and thus are not deemed serious. The Workspace object does provide a simple model for the typical NewWave Excel user.

Data Available/Disposable from DOS

While this is not desired in a full NewWave app, these capabilities (Save, Open, Delete) will remain in Excel so that no functionality is compromised for the knowledgeable Excel user.

Create Desktop Object From DOS/Application

The Workspace directories can be created either from the desktop or using Save New Object command in Excel.

Excel: Change File save Workspace to File Save New Object. The functionality of this command will be split between Excel and the encapsulating shell, but the basic steps are as follows:

 Create a new directory for the workspace object.

 Save all of the currently open Excel documents in this new directory.

 Save a new .xlw in this new directory.

 Register any external links with the OMF and create a new links file for this new object.

Shell: Provide support for new directory creation and registration of links and this new object with the OMF. The Shell/OMF functionality is best supported by a DLL for Excel rather than a DDE link.

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188233
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

Start Application with Data File Loaded

This is already supported in Excel.

Icons Appear in Create Dialog Box

Supported by the encapsulating shell and NewWave.

Icons Representing Data on Desktop and in Folders

Supported by the encapsulating shell and NewWave.

Copy Objects Between/within Folders

This is supported by the NewWave Desktop in conjunction with Excel Workspace objects.

Copy of Object to a New Object

This is essentially a copy of everything in a workspace directory to a new directory. The .xlw file can be copied directly since it references files in the current directory without regard to pathname. The OMF link file will need to be copied and new links registered. It may also be a good idea to notify the user of the number of files being copied, so that he realizes that he might have unused files in this object that are no longer being referenced.

Copy Objects to Another Volume (serialize)

The relative pathname approach that Excel uses for links plus the use of workspace directories should make serialization the same as copying of one object to another.

Move Objects Between Folders and Desktop

Supported by NewWave Desktop.

Drop Icons on Printer/Print from Desktop

Implementation of printing TBD.

Drop Icons of Wastebasket

Supported by NewWave Desktop.

Drop Icons on Opus Document

Shell: Supported by Excel shell and NewWave Desktop.

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188234
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

Share Icons between Folders

Supported by NewWave Desktop.

PRINT

HP is currently considering a change to the NewWave approach to printing because of performance considerations. It may turn out that current Excel printing using the spooler is adequate.

Object Prints Directly to Spin

Depends on new HP design decisions.

Printing Corrupts Current Spooler Output

Depends on new HP design decisions.

Leaves Printer in Unknown State

Depends on new HP design decisions.

MAIL

Objects Viewable on all Systems Reached by Mail

Support for mailing Excel worksheets and charts as well as compound documents containing these remains undefined. Browsers running on non-NewWave systems will need to be created for these objects.

Able to View/Print Exactly as it was After Mail

This should be supported by the normal NewWave mechanisms for transferring objects or snapshots between NewWave systems, however this needs detailed specifications.

WINDOWS CLIPBOARD

Supports Copying Object From within the Object

Excel currently supports this.

Text Image on Clipboard

Rich Data Formats on Clipboard

Graphics on Clipboard

**HIGHLY
CONFIDENTIAL**

Excel currently supports 11 clipboard formats: Picture, Printer-Picture, Bitmap, Printer-Bitmap, Biff, SYLK, WK1, DIF, Text, Csv, RTF.

**HIGHLY
CONFIDENTIAL**

**MS98 0188235
CONFIDENTIAL**

EXHIBIT C22 ATTACHEMENT 2
(Continued)

DATA CONNECTION

It will be possible to support data and visual links between Excel and other NewWave apps by utilizing the Excel encapsulating shell as a DDE to NewWave message translator. The shell uses the links information stored in the workspace directory to re-establish these links when the object is open. The shell follows normal NewWave procedures to query the OMF about each link and verify that the link still exists.

Share Entire Object Out

The Excel object will share out a default range of the currently selected Excel worksheet. The Excel shell will need to open the object, select the default range and cause a copy.

Share Partial Object Out

An Edit Share command will be added to Excel. The following steps will occur when the user selects a worksheet range or chart and chooses Share:

Excel sends a DDE message to the shell defining the range.

The shell places the correct SHARE information on the clipboard and handles the SHARE request from the NewWave app where the Paste is executed, which includes establishing the correct format for the data.

The shell requests the shared data from Excel by creating a hot DDE link in the required format (bitmap, picture, text, etc.) and follows normal NewWave procedures to register the link with the OMF and create a snapshot if necessary. Once the link is registered, the shell keeps the link date in its current workspace link table.

Note: Supporting sheets that are loaded from foreign workspaces during session will not re-establish their links to NewWave apps because the Shell won't have the link information).

The hot link will insure that the shell is informed of any data changes from Excel so that the dependent NewWave app can be kept current.

An additional feature should be added for the Share command, where if the range that was selected matches a named range, then the range name would be passed to the shell rather than a range description. (This would also be added for the Paste Link).

Supports More than One Share at a Time

This is supported by the shell establishing a hot DDE link for each share according to the link table for the current Workspace.

HIGHLY
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

Supports Displaying of Shared Out Data

The shared out data can be displayed in the dependent app by the shell. This will probably be done by creating a snapshot of the Excel data metafile passed to the shell of each link.

Updates Shares When Data Changes

Supported by the hot DDE link for each share between Excel and the shell.

Updates Share on Open and Close

The shell uses the current Excel object link file to re-establish shares when opening an Excel object. This is accomplished by the following steps:

The shell verifies with the OMF that each share is still active.

The shell then creates the hot DDE link with Excel for each share. If an error occurs (unable to link to specified name or document), then the shell would cancel the share through the OMF.

For shared data into Excel, the shell will be queried by Excel in order to set up each hot DDE link defined by link formulas on the Excel worksheets. (Excel needs to be modified to not ask about re-establishing NewWave links - since these are established with the shell which is running, the communication will always succeed).

The shell will check for the existence of the requested link in its link table and with the OMF and established to DDE link if it exists, updating Excel with new data.

If the link no longer exists, Excel should convert the link formula into constants. (See Share Data In Topic).

If shares need to be updated when an Excel object is closed, this will require a notification from Excel through DDE that it is about to be closed. In that case, the shell can request updates of all open links before allowing the close. (This might be handled as a by product for Excel trying to break the link for each share).

Update Shares on User Command

The shell needs to respond to requests from other NewWave apps to update the Excel shares that it is controlling.

HIGHLY
CONFIDENTIAL

MS98 0188237
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT C22 ATTACHMENT 2
(Continued)

Share Data In

The Excel Paste command needs to be modified to check the clipboard from the SHARE data type that indicates that a link needs to be established to a NewWave app. In that case, the following steps occur:

Excel passes the object ID from the clipboard to the shell through the permanent Excel/shell DDE channel. (This might make sense as a DDL call, except that this information also needs to be kept by the shell).

The shell will query the OMF and pass back the link description. This description will adhere to this format:

EPNWXL/Object Name/Range (EPNWXL is the name of the shell).

Excel will do the normal Paste Link action of establishing an array of link formulas in the current selection and establish a bot DDE link with the shell.

OBJECT BEHAVIOR

Viewable in a Window

Supported by Excel, although it is MDI.

Always Takes Over Full Screen

NEVER!

U/I Consistent with NewWave Guidelines

Within spec.

MANAGE LINKS

This is a special dialog that needs to be added to Excel (Edit menu?). We have not received a definition of this, but it is essentially a listing of all shares that the shell is maintaining. This dialog allows the user to select a link and switch to the shared object, as well as changing links. All of the information listed in this dialog should come from a DLL rather than DDE because of the synchronous nature of executing this command and displaying the dialog.

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188238
CONFIDENTIAL

EXHIBIT D

The Microsoft Internal Development Tools licensed under this Agreement are comprised of the following:

P-Code Compiler

P-Code Linker

Utilities
STRPROC
MANPROC
MEANNEW

RFI debugging interpreter
Profile
BITMISS

Interpreter Specification

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

HIGHLY
CONFIDENTIAL

Page 74

MSC 00245401

HIGHLY
CONFIDENTIAL

MS98 0188239
CONFIDENTIAL

Site License Terms and Conditions

EXHIBIT "E"

Right to Use Agreement for Corporate Licensed Products

In return for the payment of the one-time fee for this software product, Customer receives from Hewlett-Packard (HP) the right to use the product subject to the following terms and conditions:

1. The product may be used without time limit on one personal computer or workstation.
2. A separate right to use agreement and fee is required for each personal computer or workstation on which the product is used.
3. The software product may not be duplicated or copied except for archive purposes, program error verification, or to replace defective media, and all copies made must bear the copyright notices contained in the original.
4. This agreement and the software product may be transferred to a third party, with prior written consent from HP, provided the third party agrees to all the terms of this Right to Use Agreement and Customer does not retain any copies of the software product.
5. Purchase of this document does not transfer any right, title, or interest in the software product to Customer except as specifically set forth in this Right to Use Agreement. Customer is on notice that the software product is protected under the copyright laws. This software product may have been developed by an independent third party software supplier named in this package, which holds copyright or other proprietary rights to the software product. Customer may be held responsible by this supplier for any infringement of such rights by Customer, and shall be considered an intended third party beneficiary under this Agreement.
6. HP reserves the right to terminate this agreement upon breach. In the event of a termination, Customer will either return all copies of the product to HP or, with HP's prior consent, provide HP with a certificate of destruction of all copies.
7. In the event Customer modifies the software product or includes it in any other software program, upon termination of this agreement Customer agrees either to remove the software product or any portion thereof from the modified program and return it to HP or to provide HP with a certificate of destruction thereof.

11/87

**HIGHLY
CONFIDENTIAL**

MSC 00245402

MS98 0188240
CONFIDENTIAL

**HIGHLY
CONFIDENTIAL**

Site License Terms and Conditions
Cont'd

EXHIBIT "E"

Right to Reproduce

Specific Right to Reproduce, with sublicense, _____ copies
of the Software Product indicated below is granted to:

Customer Name

Each copy of the software may be used on one (1) computer
system.

This is a non-transferable license to copy from one master
disc _____ times and use the below referenced software
product, subject to the HP Software Rights and Privileges
Statement. Serialized labels for each copy will be provided
by Hewlett-Packard. Copies of the software are not sub-
licensable. The right-to-reproduce is not transferable under
any circumstances.

This Right to Reproduce form should be retained by the
System Manager, as it may be requested by a Hewlett-Packard
representative.

Software Product:

Corporate Licensed Product Name **Product Number**

Sales Order Number

Date Shipped by Hewlett-Packard



Printed in U.S.A. 1/86
Part Number 5958-2798

HIGHLY
CONFIDENTIAL

MSC 00245403

MS98 0188241
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

Site License Terms and Conditions
Cont'd

EXHIBIT "E"

Restatement of the Hewlett-Packard Software Terms Document

HP Vectra and HP Touchscreen PC
Software Rights and Privileges Statement

March 1, 1986

The following is a summary of the terms and conditions governing the acquisition and use of HP Vectra and HP Touchscreen PC software and software updates. For further information, please contact your local Hewlett-Packard sales representative.

**Right to Use Software
and Software Updates**

The acquisition of any software or software-firmware product, grants the customer a license to use the software product originally purchased on one computer with no time limit. No title to, or ownership of, the software is transferred to the customer. The customer's right to use is at all times subject to the copyright restriction listed below.

Copyrighted Software

Hewlett-Packard software (including software updates), the logical patterns implemented in firmware, and printed documentation are all copyrighted materials, protected under law. Unless HP specifically grants a customer the right to reproduce copyrighted materials, these may not be copied except for archive purposes, to replace a defective copy, or for program error verification purposes.

Specific grants of the right under copyright law to reproduce certain HP software products or software updates are described herein. While HP copyrighted firmware may be included in products with software or software updates, or the "Right to Reproduce" product, it is specifically excluded from any grant of rights to reproduce copyrighted material. The logical patterns contained in Hewlett-Packard firmware may not be reproduced under any circumstances.

**Right to Reproduce Software and
Software-Firmware Products**

These are products over which HP exercises complete copyright control via the HP Software Terms document.

A customer obtains the right to copy this software by acquiring one of the associated "Right to Reproduce" products. With each "Right to Reproduce" product, the customer receives an additional set of firmware (if any), manuals, and the right to make a limited number of copies of the software in accordance with the Right to Reproduce agreement. Each copy is subject to the terms of the Right to Use agreement.

HIGHLY
CONFIDENTIAL

MSC 00245404

MS98 0188242
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

Site License Terms and Conditions
Cont'd

EXHIBIT "E"

Right to Copy Instructions for
HP Vectra Software Products

In receiving this product, you are granted the right to reproduce a limited number of copies as specified on page 1 of this document. This section includes guidelines that should be used by the person who is reproducing the software on the discs.

1. Copies made should be "master copies" as opposed to "working copies". This will be accomplished if the person reproducing the discs uses the "DISKCOPY.COM" utility which is an MS DOS command. This utility will format the disc as part of the copy process.
2. It is strongly suggested that the discs be verified BEFORE placing the serialized labels on the discs. This can be done by running "DISKCOMP" after completing the disc copy process. If the disc or copy is defective and the label has been applied before this is determined, it is difficult to remove the label intact and place it effectively on another disc.
3. If you discover a problem with the software or disc after the label has been applied, contact your HP Support Representative. That person may be able to help you identify if the problem is with the software or the disc, and will determine the best course of action to correct the problem.
4. A reminder: the "golden" master disc is warranted by HP--the media onto which you reproduce the software is not.
5. If a support question arises, the HP Support Representative may ask to have access to the "golden" master disc from which you made copies in order to troubleshoot the problem.

HIGHLY
CONFIDENTIAL

MSC 00246405

HIGHLY
CONFIDENTIAL

MS98 0188243
CONFIDENTIAL

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

<u>Name</u>	<u>CPU</u>
Touchscreen II	8088
Portable Plus family	8086
HP 9000, Series 300	68000
HP 9000, Series 800	HP Proprietary Processor
HP 3000	HP Proprietary 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-BIL Card	None
HP LAN Card	None
HP NewWave	None - HP valued added software

HIGHLY
CONFIDENTIAL

EXHIBIT M ATTACHMENT 1

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Touchscreen II

LICENSED PROGRAM

OPTION

MS-DOS/GW-BASIC	Per copy
Microsoft Multiplan	Per copy
Microsoft Word	Per copy
8-bit languages	Per copy
All other languages (Exhibits C12-C19)	Per copy
Microsoft Spell	Per copy

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

HIGHLY
CONFIDENTIAL

Page 76

MSC 00245407

MS98 0188245
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT M ATTACHMENT 2

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Portable Plus family

LICENSED PROGRAM

OPTION

MS-DOS/GW-BASIC

Per copy

Microsoft Word

Per copy

8-bit languages

Per copy

All other languages (Exhibits C12-C19)

Per copy

Microsoft Spell

Per copy

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

HIGHLY
CONFIDENTIAL

MS98 0188246
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT M ATTACHMENT 3

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

HP 9000, Series 300

LICENSED PROGRAM

OPTION

Microsoft Networks
Microsoft OS/2 LAN Manager
Microsoft Multiplan
Microsoft Word

Per copy
Per copy
Per copy
Per copy

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188247
CONFIDENTIAL

EXHIBIT M ATTACHMENT 4

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

RP 9000, Series 800

LICENSED PROGRAM

OPTION

Microsoft Networks
Microsoft OS/2 LAN Manager
Microsoft Multiplan
Microsoft Word

Per copy
Per copy
Per copy
Per copy

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

HIGHLY
CONFIDENTIAL

EXHIBIT M ATTACHMENT 5

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

HP 3000

LICENSED PROGRAM

OPTION

Microsoft Networks
Microsoft OS/2 LAN Manager

Per copy
Per copy

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

HIGHLY
CONFIDENTIAL

Page 80

MSC 00245411

HIGHLY
CONFIDENTIAL

MS98 0188249
CONFIDENTIAL

EXHIBIT M ATTACHMENT 6

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra Portable family

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Networks	Per copy
8-bit languages	Per copy
All other languages (Exhibits C12-C19)	Per copy
Microsoft CD ROM Extensions	Per copy
Microsoft Spell	Per copy
Microsoft Windows Single Application Environment	Per copy

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

HIGHLY
CONFIDENTIAL

Page 81

MSC 00245412

HIGHLY
CONFIDENTIAL

MS98 0188250
CONFIDENTIAL

EXHIBIT M ATTACHMENT 7

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra CS family

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Networks	Per copy
8-bit languages	Per copy
All other languages (Exhibits C12-C19)	Per copy
Microsoft CD ROM Extensions	Per copy
Microsoft Spell	Per copy
Microsoft Windows Single Application Environment	Per copy
Microsoft OS/2 LAN Manager	Per copy

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188251
CONFIDENTIAL

EXHIBIT M ATTACHMENT 8

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra ES family

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
Microsoft OS/2	Per copy
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Networks	Per copy
Microsoft OS/2 LAN Manager	Per copy
Microsoft 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 Environment	Per copy
Microsoft Excel	Per copy

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

HIGHLY
CONFIDENTIAL

MS98 0188252
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

EXHIBIT M ATTACHMENT 9

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra RS family

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
Microsoft OS/2	Per copy
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Windows/386	Per copy
Microsoft Networks	Per copy
Microsoft OS/2 LAN Manager	Per copy
Microsoft 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 Environment	Per copy
Microsoft Excel	Per copy

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

**HIGHLY
CONFIDENTIAL**

Page 84

MSC 00245416

MS98 0188253
CONFIDENTIAL

**HIGHLY
CONFIDENTIAL**

EXHIBIT M ATTACHMENT 10

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra A

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
Microsoft OS/2	Per copy
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Networks	Per copy
Microsoft OS/2 LAN Manager	Per copy
Microsoft 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 Excel	Per copy

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188254
CONFIDENTIAL

EXHIBIT M ATTACHMENT 11

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra A+

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
Microsoft OS/2	Per copy
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Networks	Per copy
Microsoft OS/2 LAN Manager	Per copy
Microsoft 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 Excel	Per copy

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188255
CONFIDENTIAL

EXHIBIT M ATTACHMENT 12

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

Vectra Q5 family

<u>LICENSED PROGRAM</u>	<u>OPTION</u>
Microsoft OS/2	Per copy
MS-DOS/GW-BASIC	Per copy
Microsoft Windows	Per copy
Microsoft Windows/386	Per copy
Microsoft Networks	Per copy
Microsoft OS/2 LAN Manager	Per copy
Microsoft 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 Environment	Per copy
Microsoft Excel	Per copy

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

HIGHLY
CONFIDENTIAL

MSC 00245418

Page 87

HIGHLY
CONFIDENTIAL

MS98 0188256
CONFIDENTIAL

EXHIBIT M ATTACHMENT 13

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

HP-HIL Card

LICENSED PROGRAM

OPTION

Microsoft Mouse Driver

Per copy or Per system

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

HIGHLY
CONFIDENTIAL

Page 88

MSC 00245419

HIGHLY
CONFIDENTIAL

MS98 0188257
CONFIDENTIAL

EXHIBIT M ATTACHMENT 14

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

HP LAN Card

LICENSED PROGRAM

OPTION

Microsoft Networks
Microsoft OS/2 LAN Manager

Per copy
Per copy

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

HIGHLY
CONFIDENTIAL

Page 89

MSC 00245420

HIGHLY
CONFIDENTIAL

MS98 0188258
CONFIDENTIAL

EXHIBIT M ATTACHMENT 15

CURRENT COMMERCIAL NAMES OR CURRENT INTERNAL IDENTIFICATION CODES

HP NewWave

LICENSED PROGRAM

OPTION

Microsoft Windows (Packaged Product only)
Microsoft Excel (Packaged Product only)

Per copy
Per copy

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

HIGHLY
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

MS98 0188259
CONFIDENTIAL

EXHIBIT N

This Exhibit N describes the HP Mainstream Systems and Standard Systems for the first 12 months after the EFFECTIVE DATE of this Agreement, as provided in Section 5.5. Subsequent HP Mainstream Systems and Standard Systems agreed upon by the parties shall be added as attachments to this Exhibit N.

HP MAINSTREAM SYSTEMS

8088/86 Processor Class

HP Vectra CS Portable

Drive A: 1.44 MB 3.5 inch floppy
Drive B: 1.44 MB 3.5 inch floppy
Hard Disc: 20 MB "XT" with SMS controller (replaces B:)
Video: Built-in CGA LCD (EGA output)
Keyboard: Abbreviated AT/2 style
EMS: 1 MB or 2 MB built-in

HP Vectra CS

Drive A: 360 KB 5.25 inch floppy
 1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
 1.44 MB 3.5 inch floppy
Hard Disc: 20 MB "XT" with SMS controller
Video: EGA
 VGA (mono or color)
 Multimode mono or color
Keyboard: AT/2
EMS: 1 MB or 2 MB card
Coprocessor: 8087
Input Device: HP-HIL mouse

**HIGHLY
CONFIDENTIAL**

MSC 00246422

**HIGHLY
CONFIDENTIAL**

MS98 0188260
CONFIDENTIAL

EXHIBIT N
Cont'd

80286 Processor Class

HP Vectra A

Drive A: 1.2 MB 5.25 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 20 MB Nighthawk with Winston controller **
20 MB Seagate with Winston controller **
40 MB Seagate with Winston controller **
Video: EGA
VGA (mono or color)
Multimode mono or color
EMS: To be determined
Coprocesor: 80287
Input Device: HP-HIL mouse

HP Vectra At

Drive A: 1.2 MB 5.25 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 20 MB Nighthawk with Winston controller **
20 MB Seagate with ST-506 controller
40 MB Seagate with ST-506 controller
Video: EGA
VGA (mono or color)
Multimode mono or color
EMS: To be determined
Coprocesor: 80287
Input Device: HP-HIL mouse

HIGHLY
CONFIDENTIAL

MSC 00246423

HIGHLY
CONFIDENTIAL

MS98 0188261
CONFIDENTIAL

EXHIBIT N
Cont'd

HP Vectra ES and ES/12

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 20 MB Seagate with ST-506 controller (4 fn controller)
40 MB Seagate with ST-506 controller (4 fn controller)
Dual 20MB AND 40 MB configurations
100 MB ESDI
Video: EGA
VGA (mono or color)
Multimode mono or color
Keyboard: Eavoy/DIN
AT/2
EMS: Plug-in dedicated interface and backplane interface
Coprocessor: 80287
Input Device: HP-HIL mouse

** - requires that HP supply MS with a detailed specification and/or additional information and consulting as needed.

80386 Processor Class

HP Vectra RS/16

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive C: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 40 MB Seagate with ST-506 controller (4 fn controller)
Dual 40 MB configuration
100 MB ESDI
Video: EGA
VGA (mono and color)
Multimode mono or color
Keyboard: AT/2
EMS: Plug-in SIMM
Coprocessor: 80387
Tape Drive: 40 MB (Irwin)
Input Device: HP-HIL mouse

HIGHLY
CONFIDENTIAL

MSC 00245424

HIGHLY
CONFIDENTIAL

MS98 0188262
CONFIDENTIAL

EXHIBIT N
Cont'd

HP Vectra RS/20

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive C: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 40 MB Seagate with ST-506 controller (4 fn controller)
Dual 40 MB and ESDI configurations
100 MB ESDI (4 fn controller)
155 MB ESDI (4 fn controller)
310 MB ESDI (4 fn controller)
Video: EGA
VGA (mono and color)
Multimode mono or color
Keyboard: AT/2
EMS: Plug-in SIMM
Coprocessor: 80387
Tape Drive: 40 MB (Irwin)
Input Device: HP-HIL mouse

HP Vectra OS/16 and OS/20

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 40 MB Seagate with ST-506 controller (4 fn controller)
Dual 40 MB configuration
100 MB ESDI (4 fn controller)
Video: EGA
VGA (mono and color)
Keyboard: AT/2
EMS: Plug-in SIMM
Coprocessor: 80387
Tape Drive: 40 MB (Irwin)
Input Device: HP-HIL mouse

HIGHLY
CONFIDENTIAL

MSC 00245425

HIGHLY
CONFIDENTIAL

MS98 0188263
CONFIDENTIAL

EXHIBIT N
Cont'd

HP Vectra RS/25

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive C: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: 40 MB Seagate with ST-506 controller (4 fa controller)
Dual 40 MB and ESDI configurations
100 MB ESDI (4 fa controller)
155 MB ESDI (4 fa controller)
310 MB ESDI (4 fa controller)
Video: EGA
VGA (mono and color)
Multimode mono or color
Keyboard: AT/2
EMS: Plug-in SIMM
Coprocessor: 80387
Tape Drive: 40 MB (Irwin)
Input Device: HP-HIL mouse

Common Accessories

Dual Serial Card (two com ports)
Serial Parallel Card
Extended Memory Cards, .5 MB and 1 MB (all 286 Vectras)

HP agrees to deliver to MS the drivers for the Multimode Video Adaptor and HP-HIL Mouse. Support for the Multimode Video Adaptor extended modes shall not be provided in Microsoft OS/2.

HIGHLY
CONFIDENTIAL

MSC 00248428

HIGHLY
CONFIDENTIAL

MS98 0188264
CONFIDENTIAL

EXHIBIT N
Cont'd

STANDARD SYSTEMS .

8088/86 Processor Class

IBM PC XT

Drive A: 360 KB 5.25 inch floppy
720 KB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
720 KB 3.5 inch floppy
Hard Disk: Any hard disk/controller combination shipped by IBM
Video: CGA
EGA
Keyboard: PC
AT
Enhanced
EMS: Intel
Coprocesor: 8087
I/O: IBM Serial
IBM Parallel

80286 Processor Class

IBM PC AT

Drive A: 1.2 MB 5.25 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
720 KB 3.5 inch floppy
Hard Disk: Any hard disk/controller combination shipped by IBM
Video: CGA
EGA
VGA
Keyboard: AT
EMS: Intel EMS or Extended Memory
Coprocesor: 80287
I/O: IBM Serial
IBM Parallel

HIGHLY
CONFIDENTIAL

MSC 00245427

HIGHLY
CONFIDENTIAL

MS98 0188265
CONFIDENTIAL

EXHIBIT N
Cont'd

80386 Processor Class

Compaq Deskpro 386

Drive A: 1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Drive B: 360 KB 5.25 inch floppy
1.2 MB 5.25 inch floppy
1.44 MB 3.5 inch floppy
Hard Disk: Any hard disk/controller combination shipped by Compaq
Video: CGA
EGA
VGA
Keyboard: AT
EMS: Intel EMS or Extended Memory
Coprocesor: 80387
Tape Drive: 40 MB (Irwin)
I/O: Serial
Parallel

Common Accessories

One external 720 KB floppy

ADDITIONAL HP ACCESSORIES

Independent of the HP Mainstream Systems described herein, MS agrees to test additional HP accessories as follows:

1. HP will be responsible for the development of drivers for such accessories.
2. MS will support HP's development efforts for such drivers.
3. MS agrees to test the HP drivers with the applicable MS products.
4. MS agrees to provide timely feedback to allow HP to correct defects found in such drivers.
5. MS agrees to use best efforts to incorporate such drivers at the earliest possible date for a Microsoft general OEM release or version and/or retail release or version of the applicable Licensed Programs.

These additional accessories shall include the following:

HP-HIL touchscreen
HP-HIL barcode reader
HP-HIL graphics tablet

HIGHLY
CONFIDENTIAL

MSC 00245428

MS98 0188266
CONFIDENTIAL

HIGHLY
CONFIDENTIAL

Cont'd

MS shall not be obligated to support these additional HP accessories at the level described in Section 5.5.

HP-HIL KEYBOARD

Independent of the Mainstream Systems described herein, MS agrees to support the HP-HIL keyboard as follows:

1. HP will be responsible for the development of a driver for such keyboard.
2. MS will support HP's development efforts for such driver.
3. MS agrees to test the HP driver with the applicable MS products.
4. MS agrees to provide timely feedback to allow HP to correct defects found in such drivers.
5. In the event that MS code precludes HP from correcting such defects, MS shall use best efforts to modify the appropriate MS products to correct such defects.
6. MS agrees to use best efforts to incorporate such driver at the earliest possible date for a Microsoft general OEM release or version and/or retail release or version of the applicable Licensed Programs, and to update such driver for future releases or versions of the applicable Licensed Programs.

MS shall not be obligated to support the HP-HIL keyboard at the level described in Section 5.5.

**HIGHLY
CONFIDENTIAL**

MSC 00245429

**HIGHLY
CONFIDENTIAL**

MS98 0188267
CONFIDENTIAL