

Microsoft

LICENSE OR ADDENDUM SUMMARY SHEET

DATE: April 14, 1989

ACCOUNT MANAGER: Scott Baisch

OEM COMPANY: IDEA Courier, Incorporated

DATE OF AGREEMENT: February 28, 1989
 EFFECTIVE DATE OF AGREEMENT: January 1, 1989

MS PRODUCT(S):	MS-DOS 3.3, 4.01 @	\$ 41.00/System
	MS Shell 1.0 @	\$ 8.00/System
	MS OS/2 1.0, 1.1 @	\$155.00/Copy
	MS OS/2 LAN Manager 1.0 @	\$325.00/Subset Copy

Foreign versions are set at a 15% higher royalty than US versions. IDEA has rights to French, German, Spanish, Italian, Dutch, Portuguese, and Swedish for MS-DOS, MS Shell, and OS/2 (with the exception of Portuguese). The LAN Manager Subset Product is embedded in the Cluster Controller Unit and will not require localization.

STANDARD: NON-STANDARD: <input checked="" type="checkbox"/> YEARLY COMMITMENT	\$500,000.00 (1st yr)
	\$725,000.00 (2nd yr)
	<u>\$946,250.00</u> (3rd yr)
TOTAL MINIMUM COMMITMENT OVER 3 YEARS	\$2,171,250.00

SUMMARIZE ALL CHANGES:

The purpose of this agreement is to retain the \$2.1 M minimum commitments from the Alcatel License #1195-7175 and establish a positive OEM relationship with IDEA Courier. This IDEA Courier license accomplishes the stated purpose.

Privileged Material
Redacted

- 1 (b): ✓ The Customer System definition includes a Cluster Controller Unit (CCU) that will run a subset of MS OS/2 LAN Manager to support workstations on a Token Ring network. The CCU's are not file servers and do not have messaging or print spooling capabilities.
- 2 (c): ✓ MS shall not "unreasonably withhold" written consent to allow IDEA to translate Product documentation (particularly as it pertains to IDEA's value added utilities, etc.).
- 9 (a): ✓ Initial Term extended to three years to allow IDEA to pay all pre-existing minimum commitments.
- 9 (b): ✓ For renewal after the Initial Term, MS agreed to renegotiate the royalties provided IDEA exceeded their minimum commitments (and forecasted ship rates). Currently, IDEA's royalties are higher than Alcatel's rates, but their ship rate is significantly lower.
- 11 (e): ✓ A new section, 18 (c), which references the guarantor clause, survives termination.
- 18 (c): ✓ This is a major win for MS! In this section there is the guarantor clause which requires IDEA Courier's parent corporation, IDE Corporation, to guarantee all of IDEA Courier's obligations under this Agreement. Therefore, if IDEA Courier is bought or sold (like the Alcatel Information Systems sale), then the parent company is financially and contractually responsible for performance under the license.

good
This is -1 sweat!
RL

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Good job preserving commitments and getting a guarantee for this Alcatel Agreement, now IDEA.

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richardof

Other changes in 18 (c) include: termination of the Alcatel license agreement; clarification that there are no more financial obligations to MS under the old Alcatel license, and any prepaid balance shall be carried forward to the new IDEA Agreement.

Exhibit B, Minimum Commitment:

Based on IDEA Courier's lower shipment volumes (than Alcatel's), a third period was added to the Minimum Commitment exhibit.

Exhibit C4, LAN Manager:

Product Configuration (a): Defines the "Subset Product" of LAN Manager that is restricted to the Cluster Controller units.

Royalty Payments (a): Sets Subset Product royalty at \$325.00 per copy used on a Cluster Controller Unit.

Exhibit M1 & M2, Customer Systems:

In Exhibit M1 all single user computer systems through the Intel 80486 are licensed for MS Product. Exhibit M2 simply lists the Cluster Controller Unit for reference in the LAN Manager exhibit.

1) ACCOUNT MANAGER: Verify that all pages have been proofread.

X *Jack R. Beach*

2) LEGAL: (If necessary) - DATE: FROM LEGAL DATE:

X *4/26/89* (add new summary sheet) *See attached*

3) SALES MANAGER: Approve all changes and business terms.

X *[Signature]* *4/26/89*

4) LICENSE ADMINISTRATOR: Prepare for Executive Review

X _____

5) TO DIRECTOR SALES/OEM - DATE: *4/26/89* APPROVED: X *Robert G. [Signature]*

6) TO JON SHIRLEY - DATE: _____

7) MS-SIGNED - DATE: _____

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