

SIGNED
ORIGINAL

AMENDED
ORIGINAL

Amendment No. 3
to the License Agreement
Between

COMPAQ COMPUTER CORPORATION and MICROSOFT CORPORATION
Dated October 1, 1992, Contract No. 1107-3053

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and COMPAQ COMPUTER CORPORATION ("COMPAQ") dated October 1, 1992 ("Agreement"), is made and entered into this 1st day of January, 1994.

1. The attached Exhibit C10 shall be added.
2. The attached Exhibit B (Fifth Period) shall replace the existing Exhibit B (Fifth Period).
3. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date set forth above. All signed copies of this Amendment to the Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of COMPAQ and MS by their duly authorized representatives.

MICROSOFT CORPORATION

By [Signature]

Name (Print) Tom Lum

Title General Counsel

Date 1-21-94

COMPAQ COMPUTER CORPORATION

By [Signature]

Name (Print) Loie Stang

Title VP Portable & Sec Marketing

Date 1-21-94

ATTORNEY'S EYES ONLY

MSS 5132311
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MS-PCA 9000518

EXHIBIT C10 (PER COPY)

PRODUCT: Microsoft Video for Windows Runtime

VERSION NO: 1.1

LANGUAGE VERSION(S): All languages

PRODUCT DELIVERABLES:

OEM Distribution Kit consisting of Product in object code form and install utilities.
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

COMPAQ agrees to pay MS a royalty, at the applicable rate set forth below, for each full or partial copy of Product, including Update Releases and Version Releases, licensed or distributed by or for COMPAQ during the term of this Agreement.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M1	\$0.00

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Video for Windows® Runtime

Exhibit to the License Agreement dated October 1, 1992, between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

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MINIMUM COMMITMENT SCHEDULE
(FIFTH PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
September 30, 1997	\$157,500.00	\$157,500.00
December 31, 1997	\$157,500.00	\$315,000.00
March 31, 1998	<u>\$157,500.00</u>	<u>\$472,500.00</u>
Total Fifth Period Minimum Commitment	<u>\$472,500.00</u>	<u>\$472,500.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated October 1, 1992, between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

(Added by Amendment No. 1 dated May 1, 1993.)

ATTORNEY'S
EYES ONLY

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