

PLAINTIFF'S
EXHIBIT
2469A
Comes v. Microsoft

**SIGNED
ORIGINAL**

AMENDMENT NUMBER 18
Amendment Date: February 1, 1996
to LICENSE AGREEMENT FOR MICROSOFT PRODUCTS #1107-3053
between MICROSOFT CORPORATION, a Washington, USA Corporation
and COMPAQ COMPUTER CORPORATION, a Delaware, USA Corporation

Effective as of the Amendment Date indicated above, the below signed parties agree to amend the above referenced license agreement (hereinafter the "Agreement") by this instrument (hereinafter the "Amendment") as follows:

- New Section 1(i) is hereby added to Section 1 (Definitions) of the Agreement and shall read as follows:
“(i) Supplement” shall mean a release of a supplement to, or replacement of, any portion of Product as MS may provide to COMPAQ from time to time.”
- The following is hereby added to the end of Section 2(a) of the Agreement:
“(v) With respect to Supplements, MS may also grant to COMPAQ one or more non-exclusive, limited additional rights, including without limitation, those set forth in Exhibit F hereto, in a “Supplement Addendum” for such Supplement. If COMPAQ decides to exercise any such additional rights granted for a particular Supplement, COMPAQ agrees to fully comply with all of the terms and conditions of the applicable Supplement Addendum, regardless of whether the particular terms of the Supplement Addendum are described in Exhibit F.”
- The following sentence is hereby added to the end of Section 2(b) of the Agreement:
“COMPAQ’s license shall also extend to Supplements.”
- The attached Exhibit F is hereby added to the Agreement.
- The attached Supplement Addendum regarding Internet Information Server for Windows NT Server version 3.51 is hereby added to the Agreement.
- This amendment supersedes all previous discussions or amendments regarding items 1-5 above.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the date first written above. All signed copies of this Amendment shall be deemed originals. This Amendment is executed only in the English language.

MICROSOFT CORPORATION

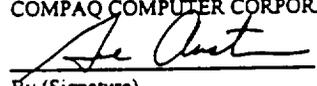

By (Signature)

Don Hardwick
Name (Printed)

Group Manager
Title

5/28/96
Date

COMPAQ COMPUTER CORPORATION


By (Signature)

Gene Austin
Name (Printed)

Vice-President Marketing Systems Division
Title

5/22/96
Date

ATTORNEY'S
EYES ONLY

PLEASE RETURN ONE FULLY-SIGNED ORIGINAL OF THIS AGREEMENT TO
COMPAQ COMPUTER CORPORATION, ATTENTION: CONTRACT RELATIONS, P. O. BOX 692000, M100804, HOUSTON, TX 77269-2000

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EXHIBIT F
SUPPLEMENT RIGHTS

The purpose of this Exhibit is to set forth additional license rights and related restrictions which may apply to Supplement(s) as may be provided by MS from time to time. There are no license rights granted in this Exhibit. The actual additional license rights and related restrictions for each Supplement shall be identified separately in the "Supplement Addendum" for each such Supplement. The license rights shall be royalty-free and, except as specified in the applicable Supplement Addendum, shall be subject to the terms and conditions of the Agreement. COMPAQ's license rights to Supplement(s) shall expire the earlier of: (i) termination or expiration of COMPAQ's license rights to the Product to which the Supplement corresponds, or (ii) termination or expiration of the Agreement.

1. "Reproduction Rights", if granted, shall mean:

(a) Reproduce, in accordance with specifications provided by MS, the Supplement software in object code form on external media (i.e. diskette or CD-ROM) and end user documentation for the Supplement, if any.

(b) Reproduce Product names and Product trademarks on packaging, labels, and end user documentation for the Supplement subject to the following restrictions:

(i) COMPAQ's labeling and packaging for the Supplement shall clearly indicate that the Supplement is a supplement to and/or replacement of the Product provided by COMPAQ for use on COMPAQ's Computer Systems;

(ii) COMPAQ will cause to appear on the container and labels of Supplement the copyright, trademark and patent notice(s), as they appear on the applicable release of Product Deliverables; and

(iii) COMPAQ's name and/or trademarks shall not be displayed in relation to Product name in a manner which suggests that COMPAQ's name and/or trademarks are part of the Product name. COMPAQ's name and/or trademarks shall be displayed on the packaging and disk labels more prominently than the name "Microsoft".

2. "Distribution on External Media with Customer Systems Rights", if granted, shall mean:

(a) Distribute one (1) copy of the Supplement software, reproduced in accordance with the reproduction rights granted for such Supplement, with each of COMPAQ's licensed Customer Systems to be distributed with Product, subject to the following conditions:

(i) COMPAQ shall include with each copy of the Supplement a EULA addendum which shall be substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPAQ distributes the Supplement.

3. "Distribution to Existing End Users Rights", if granted, shall mean:

(a) Distribute one (1) copy of the Supplement software, as acquired from an Authorized Replicator if available, or reproduced in accordance with the reproduction rights, if any, granted for such Supplement, to licensed end users of COMPAQ's Customer Systems originally distributed with the Product, subject to the following conditions:

(i) The Supplement shall be distributed directly from COMPAQ or an MS-authorized fulfillment source;

(ii) COMPAQ shall include with each copy of the Supplement a EULA addendum which shall be substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPAQ distributes the Supplement; and

(iii) COMPAQ shall offer the Supplement at no charge except that COMPAQ may charge its reasonable cost of materials and shipping and handling costs.

4. "Distribution via Bulletin Boards Rights", if granted, shall mean:

(a) Post and maintain the object code version of the Supplement on COMPAQ's point to point communication link by modem (not Internet) bulletin board corner(s) ("BBS") for distribution to end users of COMPAQ's Customer Systems originally distributed with Product, subject to the following conditions:

(i) COMPAQ shall ensure that each copy of the Supplement includes a EULA addendum which is substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPAQ distributes the Supplement; and

(ii) COMPAQ shall offer the Supplement at no charge to end users.

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5. "Distribution via Internet Link Rights", if granted, shall mean:

(a) Create and maintain a link on COMPAQ's Internet home page(s) to MS' copy of the Supplement on MS' Internet home page(s), at the Universe Resource Locator(s) listed in the Supplement Addendum.

6. "Distribution via Internet Page Rights", if granted, shall mean:

(a) Post and maintain the object code version of the Supplement on COMPAQ's home page(s) on the Internet for distribution to end users of COMPAQ's Customer Systems originally distributed with Product, subject to the following conditions:

(i) COMPAQ shall include with each copy of the Supplement a EULA addendum which is substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which the Supplement is distributed; and

(ii) COMPAQ shall offer the Supplement at no charge to end users.

7. "Other Rights", if granted, and restrictions shall be as set forth in the applicable Supplement Addendum.

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Attachment 1 TO EXHIBIT E

**ADDENDUM TO THE MICROSOFT SOFTWARE LICENSE AGREEMENT
FOR _____**

IMPORTANT READ THIS FIRST. By using the software files (the "Software") provided with this Addendum, you are agreeing to be bound by the following terms. If you do not agree to be bound by these terms, you may not use the Software.

The Software is provided for the sole purpose of supplementing a licensed copy of the above listed Microsoft software product ("ORIGINAL PRODUCT"). Upon installation, the Software files become a part of the ORIGINAL PRODUCT and are subject to the same warranty and license terms and conditions as the ORIGINAL PRODUCT. If you do not have a valid license to use the ORIGINAL PRODUCT, you may not use the Software. Any other use of the Software is prohibited.

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Supplement Addendum

Product Name and Version: Microsoft® Windows NT™ Server Version 3.51
Supplement Release: Microsoft Internet Information Server

The purpose of this Supplement Addendum is to set forth the additional license rights and related restrictions which apply to reproduction and distribution of the above specified Supplement ("Supplement").

1. Subject to the restrictions set forth in Exhibit F to Amendment No. 18, MS grants to COMPAQ the following additional rights as described in Exhibit F :

Distribution to Existing End Users Rights

Provided however, COMPAQ's EULA addendum for the Supplement shall be substantially similar to the sample addendum attached hereto as Attachment A.

All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Except as expressly amended hereby, the Agreement shall remain in full force and effect.

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Attachment A
to Supplement Addendum

**ADDENDUM TO THE SOFTWARE LICENSE AGREEMENT
FOR MICROSOFT WINDOWS NT SERVER VERSION 3.51**

IMPORTANT READ THIS FIRST. By using the software (the "Software") provided with this Addendum, you are agreeing to be bound by the following terms. If you do not agree to be bound by these terms, you may not use the Software.

The Software is provided for the sole purpose of supplementing a licensed copy of the above listed Microsoft software product ("ORIGINAL PRODUCT"). Upon installation, the Software files become a part of the ORIGINAL PRODUCT and are subject to the same warranty and license terms and conditions as the ORIGINAL PRODUCT.

The following additional terms apply to the Software:

You may copy and install Microsoft Internet Information Server for your use or (for entities) use within your organization on any Server running Windows NT Server. You must maintain all copyright notices on the copies of Microsoft Internet Information Server that you make.

If you do not have a valid license to use the ORIGINAL PRODUCT, you may not use the Software. Any other use of the Software is prohibited.

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