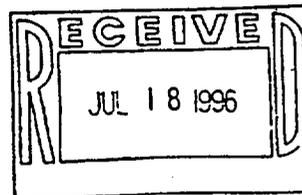


AMENDMENT NUMBER 25
Amendment Date: June 26, 1996
to LICENSE AGREEMENT FOR MICROSOFT PRODUCTS #1107-3053
between MICROSOFT CORPORATION, a Washington, USA Corporation
and COMPAQ COMPUTER CORPORATION, a Delaware, USA Corporation

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:

1. Exhibit C3, paragraph 3, shall be replaced on a one-time basis, solely for the release of Microsoft Windows NT 4.0 (client only)(also known as "Microsoft Windows NT Workstation 4.0), as follows:
 - (a) COMPAQ may distribute Microsoft Windows NT 4.0 (client only) as an Upgrade to end users at no royalty, regardless of the end user's date of purchase of its system, up to and including 180,000 Upgrades, according to the following distribution requirements:
 - (i) COMPAQ will provide Microsoft Windows NT 4.0 (client only) Upgrades solely through direct fulfillment and only in the United States, Canada, Europe and Japan.
 - (ii) COMPAQ will provide Microsoft Windows NT 4.0 (client only) Upgrades on a "no charge" basis except that COMPAQ may charge its reasonable costs of material, freight and handling.
 - (iii) Subject to paragraphs 1(c)(ii) and 2 below, COMPAQ will indicate to end users that the Microsoft Windows NT 4.0 (client only) Upgrade option will be available until December 31, 1996, for the United States, Canada, and Europe, and March 31, 1997, for Japan, ("Program Dates"). COMPAQ shall have the option to fulfill Microsoft Windows NT 4.0 (client only) Upgrade requests from end users for an additional month after each Program Date, however, COMPAQ shall not advertise this option to channel partners or end users.
 - (iv) Upgrades shall be provided only to Compaq end users that have purchased Compaq Customer Systems that included Microsoft Windows NT (client only) version 3.5x or greater. The Upgrades shall not apply to any other MS operating system software.
 - (b) After COMPAQ has distributed 180,000 Microsoft Windows NT 4.0 (client only) Upgrades to end users and/or after the Program Dates, COMPAQ may provide Microsoft Windows NT 4.0 (client only) Upgrades by means of direct fulfillment to end users at a royalty equal to twenty percent (20%) of the Suggested Retail Price of the corresponding MS retail upgrade version of Microsoft Windows NT 4.0 (client only) for each copy of Upgrade distributed. COMPAQ may offer these royalty bearing Microsoft Windows NT 4.0 (client only) Upgrades at any price it chooses and for any time period, provided that the time period is subsequent to each Program Date identified in this Amendment and prior to the termination of the Agreement. COMPAQ, however, may only provide these royalty-bearing Microsoft Windows NT 4.0 (client only) Upgrades in the United States, Canada, Europe and Japan and only by means of direct fulfillment.

SIGNED ORIGINAL



ATTORNEY'S
EYES ONLY

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(c) MS' obligations under this Amendment are as follows:

(i) MS will furnish either the OEM or retail version of the Microsoft Windows NT 4.0 (client only) Upgrade in the following languages: English, French, German, Spanish, Kanji, Dutch, Swedish, Norwegian, Finnish, Danish and Italian.

(ii) MS' OEM Sales team in Redmond, Washington will share its regional OEM Microsoft Windows NT 4.0 (client only) Upgrade plans with COMPAQ. If MS provides rights to any other OEM to distribute Microsoft Windows NT 4.0 (client only) Upgrades in any region or for any time period other than those set forth in paragraph 1(a) of this Amendment or in any language version other than those set forth in 1(c)(i) ("Restrictions"), COMPAQ shall immediately have the right to distribute such Microsoft Windows NT 4.0 (client only) Upgrades in such regions for such time periods, and/or in such languages under the terms of this Amendment. If COMPAQ learns of another OEM providing Microsoft Windows NT 4.0 (client only) Upgrades outside of the Restrictions, COMPAQ will notify MS. MS will then have five (5) working days in which to respond. If MS cannot provide an affidavit or declaration that the OEM obtained the Microsoft Windows NT 4.0 (client only) Upgrades from an entity other than MS or its Authorized Replicators or in the event that MS does not respond within five (5) working days, COMPAQ shall be deemed to have the right to distribute Microsoft Windows NT 4.0 (client only) Upgrades in such regions, for such time periods, and/or in such languages under the terms of this Amendment.

(iii) MS will provide any necessary instructions to its Authorized Replicators, regional offices and other internal organizations to ensure that the Microsoft Windows NT 4.0 (client only) Upgrade program can be effected by COMPAQ in a timely and efficient manner. COMPAQ will inform MS of its choice of Authorized Replicator(s) and/or fulfillment house(s).

2. This Amendment presupposes a Microsoft Windows NT 4.0 (client only) Release to Manufacturing ("RTM") (English) date of July 31, 1996 and the RTM dates of other languages as set forth in Exhibit 1. If the RTM date of any language is delayed by more than 2 weeks, then COMPAQ and MS agree to negotiate appropriate adjustments in the terms of this Amendment provided, that, at a minimum:

- (a) COMPAQ will continue to have the right to provide 180,000 royalty free Microsoft Windows NT 4.0 (client only) Upgrades as outlined in the terms of this Amendment; and
- (b) COMPAQ may, at its option, exercise its rights to provide Microsoft Windows NT 4.0 (client only) Upgrades according to the terms of Exhibit C3, paragraph 3 of "Additional Provisions" as they exist prior to this Amendment provided, however, that such Upgrades will only be distributed by means of direct fulfillment and only in the regions and languages permitted under this Amendment.

3. This Amendment shall only apply to MS' release of Microsoft Windows NT 4.0 (client only) and shall not be deemed to amend any other terms of the Agreement other than Exhibit C3, paragraph 3 of "Additional Provisions". Further, Exhibit C3, paragraph 3 of "Additional Provisions", shall remain in full force and effect for all other releases of Product.

4. MS reserves the right not to execute this Amendment No. 25 unless it is signed by COMPAQ on or before July 20, 1996.

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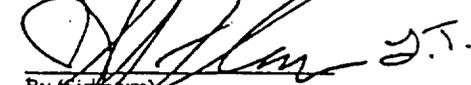
All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

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.

MICROSOFT CORPORATION


By (Signature)
Don Hardwick
Name (Printed)
OEM Group Manager
Title
7-16-96
Date

COMPAQ COMPUTER CORPORATION


By (Signature)
T. Steven Flannigan
Name (Printed)
Vice President
Title
July 12, 1996
Date

ATTORNEY'S
EYES ONLY

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AMENDMENT NUMBER 25 - EXHIBIT 1
Microsoft Windows NT 4.0 (client only) Release to Manufacturing Dates

Language	RTM Date
English	7/31/96
German	8/14/96
French	8/14/96
Spanish	8/21/96
Italian	9/4/96
Swedish	9/14/96
Dutch	9/19/96
Norwegian	10/19/96
Finnish	10/19/96
Danish	10/19/96
Kanji PC/AT	10/29/96

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