

MICROSOFT LICENSING, INC. LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEM PRODUCTS

#51151000013 dated MARCH 1, 1998

DRAFT
AS OF 4/20/98

with DELL COMPUTER CORPORATION, a corporation of Delaware.

This License Agreement ("License Agreement") is made and entered into as of the date first set forth above ("License Effective Date"), by and between MICROSOFT LICENSING, INC., a Nevada, U.S.A. corporation, ("MS"), and the company specified above ("COMPANY").

I. INCORPORATION OF BUSINESS TERMS DOCUMENT.

This License Agreement hereby incorporates by reference all of the terms of the Microsoft General OEM Business Terms Document dated March 1, 1998, Number 5115100001 as may be amended from time to time during the term of this License Agreement by agreement of the parties ("Business Terms Document" or "Document"). In the event of any inconsistencies between this License Agreement and the Business Terms Document, the terms of this License Agreement shall control.

II. LICENSE GRANT.

(a) Subject to COMPANY's compliance with this License Agreement, including the Business Terms Document incorporated herein and the attached Exhibits, MS grants to COMPANY a non-exclusive, limited license to:

(i) install and/or distribute one (1) copy of Product software in accordance with Sections 2(f), 2(g), and 3(e) of the Document or multiple copies in accordance with Additional Provisions Paragraph 26 of Exhibit C to this License Agreement; and

(ii) distribute one (1) copy of APM and Product Deliverables as appropriate, in accordance with Section 2 (e)(i) of the Document or multiple copies in accordance with Additional Provisions Paragraph 26 of Exhibit C to this License Agreement.

(b) COMPANY's license shall extend to new Supplements, Update Releases, and Version Releases following the release listed in Exhibit C. COMPANY's license also shall extend to new Product Releases in accordance with Section 4(h) of the Document.

(c) Unless otherwise expressly provided in the applicable Exhibit C, COMPANY's license rights shall be worldwide.

(d) COMPANY's Subsidiaries may exercise the rights granted to COMPANY herein as well as any rights MS may grant to COMPANY for Products licensed herein under a Supplement Addendum during the term hereof, subject to all the terms and conditions set forth in this License Agreement.

(e) (i) COMPANY's license to distribute the Product(s) is limited to distribution only with those Customer System(s) described in Exhibit(s) C in accordance with Section 2 of the Document.

(ii) COMPANY shall comply with: (A) the additional provisions, if any, provided in Exhibit(s) C with respect to Product(s); and (B) marketing or advertising guidelines provided with the Product Deliverables or otherwise provided in writing by MS; provided further, however, that such guidelines do not conflict with the terms of this License Agreement or the Document.

(iii) COMPANY shall not modify or delete any part of the Product software in any manner, except as agreed between the parties or expressly permitted in the applicable Exhibit C.

(f) (i) All distribution and use of the Product is by license only. MS does not authorize all or any portion of the Product to be "issued to the public", "put into circulation", or subject to a "first sale" as the copyright laws may use those (or similar) terms. Customer Systems marketed or distributed through channels other than the direct channel as implemented by COMPANY are not licensed for Product under this License Agreement.

(g) MS reserves all rights to Product not expressly granted in this License Agreement (which includes the Document) including without limitation, modification rights, translation rights, rental rights, and rights to source code. Provided that MS shall not have the right or authority under the following reservation to in any manner restrict or impair COMPANY's rights hereunder, MS expressly reserves its exclusive rights under applicable copyright, patent, and trademark laws to distribute copies of Product by any means other than in conjunction with any COMPANY Customer System. To the extent stated in the EULA and herein, and as allowable by law, COMPANY acknowledges that MS (and/or its suppliers, if applicable) shall retain all copyright, patent, trademark, title, and other proprietary and intellectual property in the MS-originated or MS-acquired content of Product Software, Product Deliverables and components thereof, in whole or in part in any form.

(h) MS grants to Dell Financial Services L.P. ("DFS"), COMPANY's affiliated lease financing company, the right to lease Product(s) which are licensed under each License Agreement and preinstalled on COMPANY's Customer Systems. COMPANY shall cause DFS to comply with the provisions of the License Agreement and the following additional provisions, which provisions shall override the terms of any inconsistent License Agreement terms:

(i) DFS shall enter into lease agreements for the Customer System and Product for terms of no less than twelve (12) months ("Lease"). Upon termination of such Lease, if the customer is required to return the Customer System, the customer shall be required to return the Customer System with all copies of the Product to DFS. With the exception of (a) COMPANY's then current Total Satisfaction Return Policy and (b) DFS reclaiming the Customer System in the event a least customer defaults on its obligations, the license granted by MS to lease the particular Product shall expire upon return of the Customer System to DFS.

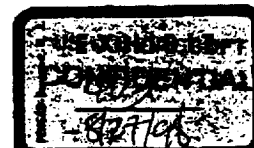
(i) COMPANY may establish separate prices for the upsell and downsell of Products licensed hereunder.

III. ADDITIONAL PAYMENT TERMS.

(a) COMPANY agrees to pay MS the royalties in Exhibit(s) C in accordance with Section 3 of the Business Terms Document. Royalties are based upon COMPANY's estimated shipment volume indicated in Exhibit(s) C. Pursuant to Section 3(e)(ii) of the Business Terms Document, no royalty shall accrue or be paid for copies of Product licensed hereunder and used by COMPANY for general business use internal to COMPANY.

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IV. LICENSE TERM.

The term of this License Agreement shall run from the License Effective Date until one (1) year from the end of the calendar month in which the License Effective Date occurs. At its option, COMPANY may renew and extend the initial term hereof for one (1) additional year (with the additional term ending twelve months later at the end of the same calendar month in which the first term ends) by giving written notice to MS between 120 and 90 days prior to the expiration of such initial term.

V. ENTIRE AGREEMENT.

This License Agreement does not constitute an offer by MS, and it shall not be effective until signed by both parties. Upon

NOTICE:

For Product(s) specified in Exhibit C as licensed under the "per system" royalty calculation provisions, please note the following:

This is a Microsoft Per System License. As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.

Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer sells that is included in a Per System License. The requirement of external identification may be satisfied by placement of the unique model name or model number on the machine and its container (if any), without more.

If the Customer does not intend to include a Microsoft operating system product with a New System, the Customer does not need to notify Microsoft at any time of the creation, use or sale of any such New System, nor does it need to take any particular steps to market or advertise the New System.

Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, after which the parties may enter into arm's length negotiation with respect to a license to apply to the New System.

IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized representatives as of the date set forth above. All signed copies of this License Agreement shall be deemed originals. Each individual signing below hereby represents and warrants that he or she has full authority to sign this License Agreement and bind his or her corporation for which the signature is made to perform all duties and obligations contemplated by this License Agreement.

MICROSOFT LICENSING, INC.

By (Signature)

Name (Print)

Title

Date

DELL COMPUTER CORPORATION

By (Signature)

Name (Print)

Title

Date

NOTICE:

This is an OEM distribution license. Product can only be distributed with a Customer System, as specified herein.

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EXHIBIT C
DESKTOP OPERATING SYSTEMS PRODUCTS
PRODUCT TABLE(S)

Product Name and Version	Language Version(s)	Applicable Additional Provisions	Royalty	Basis (e.g. per copy or per system)	Estimated Monthly Volume	Billing Type
1. Windows Desktop Family		(17), (23), (26),	US\$63.00	Per Copy		
A. Windows® 95, OR	All	(18), (19), (20), (21)	Royalty Specified for Windows Desktop Family Above	Per Copy		Type II
B. Windows® 98, OR	All	(18), (19), (20), (21), (32)	Royalty Specified for Windows Desktop Family Above	Per Copy		Type II
C. Windows® for Workgroups Version 3.11, And MS-DOS® Version 6.22 And Enhanced Tools for MS-DOS® Version 1.0 OR	All	(20), (21), (24), (25), (52), (53)	Royalty Specified for Windows Desktop Family Above	Per Copy		Type II
D. Windows NT® Workstation Version 4.0 (1-2 Processor Version), OR	All	(18), (20), (21), (26), (27), (28), (29)	US\$65.00 In Addition to the Royalty Specified for Windows Desktop Family Above	Per Copy		Type II
E. Windows NT® Workstation Version 4.0 (1-4 Processor Version), OR	All	(18), (20), (21), (26), (27), (28), (29)	US\$257.00 In Addition to the Royalty Specified for Windows Desktop Family Above	Per Copy		Type II
F. Windows NT® Workstation Version 5.0 (1-2 Processor Version), OR	All	(18), (20), (21), (26), (27), (28), (29), (32)	US\$65.00 In Addition to the Royalty Specified for Windows Desktop Family Above	Per Copy		Type I
G. Windows NT® Workstation Version 5.0 (1-4 Processor Version), OR	All	(18), (20), (21), (26), (27), (28), (29), (32)	US\$257.00 In Addition to the Royalty Specified for Windows Desktop Family Above	Per Copy		Type I
2. Windows® for Workgroups Version 3.11	All	(20), (21), (23), (24), (26), (53)	US\$44.50	Per Copy		Type II
3. Windows® Version 3.11	All	(20), (21), (23), (25), (26), (53)	US\$44.50	Per Copy		Type II
4. MS-DOS® Version 6.22 Enhanced Tools Version 1.02	All	(20), (21), (23), (25), (26), (52)	US\$18.50	Per Copy		Type II
5. MS-DOS® Version 6.22	All	(20), (21), (23), (25), (26), (52)	US\$16.50	Per Copy		Type II
6. Enhanced Tools Version 1.02 for MS-DOS® Version 6.22	All	(20), (21), (23), (25), (26), (52)	US\$2.00	Per Copy		Type II
7. MS-DOS® Based Utility Files	All	(99)	Per Additional Provisions (99)	Per Copy		Type II

• **Other Available Versions:** All language versions of all MS Windows or Windows-related desktop operating system Products (excluding Windows CE) are licensed to COMPANY under the terms of this License Agreement and shall be deemed included in the above Product Table at the same royalty rates, basis and billing type, and for the same Customer Systems, as set forth therein. COMPANY may receive Product Deliverables for any such licensed Product by sending a written notice to MS as specified in this paragraph. All such COMPANY requests for additional Product Deliverables shall be sent to the attention of OEM Accounting Services at the address for royalty reports listed in Exhibit N of the Business Terms Document. The Products licensed hereunder shall be added by MS to the Product Table, with all accompanying data and references as necessary, to accomplish the intent of this paragraph.

** **Language Version Key:** Please refer to the Language Version Key in Exhibit L for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

*** **Billing Type:** Type I - based on third party AR reports; Type II - based on COMPANY royalty reports; as specifically set forth in Section 3(e) of the Business Terms Document.

ADDITIONAL PROVISIONS KEY

(Note: Only those Additional Provisions applicable to licensed Product(s) appear. Section numbering may not be consecutive.)

(17) If COMPANY is licensed for the Windows Desktop Family, COMPANY may distribute not more than one (1) of the listed Product combinations or Products (i.e., A or B or C or D or E or F or G) with each licensed Customer System. COMPANY's Type II report shall separately indicate the number of each such Product or Product combination (A,B,C,D,E,F, or G) that COMPANY distributes.

(18) (a) COMPANY agrees that it will not, except at customer request in connection with a volume customization purchase by a "relationship" end user customer, modify or delete any aspect of the Product software as delivered by MS in the Product Deliverables, except if and as specifically permitted below, part of the installation of the Product software.

COMPANY agrees that it will not:

- (A) Modify or obscure the sequence or appearance of screens displayed by the Product software, except that not more than 10% of the screen area may be occupied by toolbars or other visual manifestations of applications which have been preinstalled, and these will not obscure any of the icons, folders, or windows provided by MS in the Product software.
- (B) Add icons or folders which are not the same size and substantially similar shape as icons and folders included on the Desktop Screen as delivered by MS.
- (C) Configure any programs to run at first boot which would replace or obscure the Windows Desktop screen with an alternative shell, background, screen saver, welcome screen or other screen.

COMPANY may do the following:

- (D) COMPANY will be allowed to run its Electronic Break the Seal program and its Express Service Code Program (i.e., identification of unique alphanumeric service code assigned to each Customer System) prior to the launch of the setup of the MS Product, per COMPANY's contractual obligations with its other software providers.
 - (E) COMPANY is allowed to run, at first boot, substantially transparent programs necessary to complete the installation of pre-installed applications, and can add drivers, applications, and utilities as necessary to ensure system integrity and meet customer requirements and expectations in response to customer requests in a manner calculated to minimize the visual impact to the end user, provided, however, that functions in the Product will not be replaced in whole or part.
 - (F) In response to a customer request, COMPANY is allowed to fully setup and configure the Product software as part of an overall installation customization effort for the customer.
- (b) If the Product software includes the ability to run in "Active Desktop" mode, COMPANY may customize the Active Desktop, provided COMPANY otherwise complies fully with Additional Provision (18)(a) above:
- (A) add COMPANY "Active Desktop components", including web site and channel links, to the Active Desktop provided that any trade names, trademarks, logos or brands displayed in connection with such components shall be limited to those under which the Customer System is marketed and distributed in accordance with the License Agreement ("Customer System Marks");
 - (B) customize the background wallpaper of the Active Desktop provided that any trade names, trademarks, logos or brands displayed in such customized wallpaper shall be limited to Customer System Marks;
 - (C) add a single COMPANY "Premium Channel" to the Active Desktop channel bar with links to COMPANY or third-party web sites or content installed on the hard disk of the Customer System ("OEM Premium Channel"), provided that any trade names, trademarks, logos or brands displayed on the channel "button" for the OEM Premium Channel shall be limited to Customer System Marks;
 - (D) add "sub-channels" to the OEM Premium Channel on the Active Desktop channel bar with links to COMPANY or third-party web sites or content installed on the hard disk of the Customer System;
 - (E) configure the OEM Premium Channel to be "subscribed" by default, such that the OEM Premium Channel content and schedule information downloads to the Customer System hard disk automatically when the end user connects to the Internet and selects the "update" option.

(19) In addition to the media allowed under Section 2 of the Business Terms Document, COMPANY shall include a full copy of the back-up disk images ("CAB" files) contained in the OPK and such other directories or files as specified in the OPK on the hard disk drive of each Customer System distributed with the Product. If, and only if, COMPANY distributes the Product software solely as Preinstalled Product Software (i.e., without a back-up copy of the Product on CD, diskette, magnetic tape, or other external media) with any Customer System that is designed to include or be used with a 3.5" disk drive, then COMPANY shall also preinstall the Microsoft Create System Disk Tool contained in the OPK on the hard disk drive of such Customer System to enable the end user to make a back-up copy of the Product software according to the terms of the EULA. Diskette images may only be used with the Microsoft Create System Disk Tool. COMPANY may not distribute, use, or authorize the use of the Microsoft Create System Disk Tool or diskette images except as provided in this Additional Provision or as specified in the OPK.

(20) Except as set forth in the terms of Exhibit D attached to the Business Terms Document, COMPANY may distribute (Product(s) only with Customer Systems which are marketed and distributed exclusively under COMPANY's or COMPANY Subsidiaries' brand names, trade names, and trademarks. Except as set forth in the terms of Exhibit D attached to the Business Terms Document, the Product(s) may not be distributed with Customer Systems which are marketed or distributed under any name which includes any third-party brand names, trade names or trademarks. Nothing in this paragraph precludes COMPANY, at a customer's request, from installing customer specific labeling for identification or tracking purposes, as long as COMPANY's brand name, trade name or trademarks appear on the Customer System.

(21) If a Customer System is distributed with Product, the Product must be preinstalled on the Customer System as the default operating system (i.e., the Product will set up and execute unless the user configures the Customer System otherwise). Except as otherwise allowed herein, COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "OPK User's Guide" included in the preinstallation kit portion of the Product Deliverables ("OPK"). COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK User's Guide and for no other purpose. Other than as specified in the OPK User's Guide, COMPANY shall not modify the Product software code, nor delete or remove any features or functionality without the written approval of MS in each instance.

(22) If COMPANY distributes the Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of the License Agreement, including the Business Terms Document as incorporated herein, with respect to any such distribution of Product.

(23) Windows for Workgroups version 3.11 includes Microsoft At Work fax transmission software, which provides methods for stand-alone and networked computers to send and receive fax messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Accordingly, OEMs should provide only the version of Windows for Workgroups version 3.11 designed for France to avoid violating the Decree.

(24) The Japanese language version of the MS-DOS operating system is version 6.2/V. The Japanese language version of Enhanced Tools for MS-DOS 6 is 1.0/V.

(25) COMPANY may install one or more Products and/or multi-lingual versions thereof with each Customer System, provided that COMPANY complies with the following:

(A) In instances of multiple installation by COMPANY for which only one Product or version will be resident on the Customer System after end user completion of the boot and installation procedures, COMPANY shall pay the highest royalty applicable to the Product(s) or version(s) distributed to the end user. If more than one Product or version will be co-resident on the Customer System after end user completion of the boot and installation procedures, COMPANY shall report and pay accordingly the royalty applicable to each Product and/or version which is enabled to be co-resident on the Customer System after end user completion of such procedures.

(B) COMPANY shall follow all guidelines and procedures, including set-up utilities, set forth in the Product Deliverables regarding the installation, set-up, and initialization of multiple language versions of Product software; and

(C) COMPANY shall clearly indicate to end-users the correct number of Product(s) and/or language versions thereof which will be available to the end user on the Customer System after completion of the boot and installation procedures.

(b) COMPANY will indemnify MS from and against all damages, costs and attorneys' fees arising from claims or demands made by end users to whom COMPANY distributed Customer Systems with preinstalled multiple Products or multiple language versions thereof (for which only one Product in one language version will be resident on the Customer System after completion of boot and installation procedures) that the end-user is entitled to use more than one Product or version of the Product or that advertisements, Customer System packaging, or other representations made by or for COMPANY with respect to the use of multiple Products or multiple versions thereof are false and/or misleading.

(26) In order to support end-users of this Product, COMPANY agrees to employ at all times at least one (1) support technician who has successfully completed, at COMPANY's expense, the Microsoft Certified Professional program for this Product.

(a) Though the Product Deliverables for this Product may include versions of the Product designed for other types of microprocessors, COMPANY is licensed to distribute the Product only with and for use on Customer Systems based on the Intel x86, Pentium or compatible architecture.

(b) COMPANY shall include a full copy of the \386 directory, \support directory (except the \support\opk, \support\hqtool and \support\scsitool subdirectories), and \drivers directory contained in the OPK on the hard disk drive of each Customer System distributed with the Product.

(29) COMPANY is not licensed to distribute this Product on Customer Systems which, when distributed by COMPANY, utilize more microprocessors than the number specified in the Product table above.

(52) (a) The Chinese (Simplified) language versions of MS-DOS are available with only simplified Chinese character fonts licensed from a third party. COMPANY acknowledges that such fonts may differ in quality and characteristics to Chinese character fonts available in other Microsoft Products.

(b) The Chinese (Simplified) language versions of MS-DOS are available only through selected Authorized Replicators as specified by MS. From time to time, MS shall provide an updated list of Authorized Replicators through which the Chinese (Simplified) language version of this Product is available. The specified ARs are responsible for proper packaging of the Product.

(53) (a) The Chinese (Simplified) language version of the Windows operating system Product is version 3.2.

(b) The packaging for the Chinese (Simplified) language version of this Product distributed with Customer Systems within or to the PRC shall be clearly marked in both English and simplified Chinese, "Not for distribution or use outside the People's Republic of China".

(99) COMPANY may distribute the Product preinstalled on a Customer System for the diagnostic/service purposes as described in Attachment 1 to Exhibit C of this License Agreement.

CUSTOMER SYSTEMS

For each Product which COMPANY chooses to license for distribution with the listed Customer Systems below, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively.

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or serie (e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 series", etc.). Customer Systems defined by model line or series shall include all present models which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

CUSTOMER SYSTEM TABLE

Product Number Key: 1 = Windows Desktop Family; 2 = Windows for Workgroups 3.11; 3 = MS-DOS 6.22 Enhanced Tools 1.02; 4 = MS-DOS 6.22; 5 = Enhanced Tools 1.02 for MS-DOS 6.22; 6 = Windows 3.11; 7 = MS-DOS Based Utility Files.

Royalty Basis Key: C = per copy; S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

Model Name or Model Number	Processor Type	Product Number							
		1	2	3	4	5	6	7	8
Dimension Series		C	C	C	C	C	C	C	C
Opus Series		C	C	C	C	C	C	C	C
Workstation Series		C	C	C	C	C	C	C	C
PowerEdge Series		C	C	C	C	C	C	C	C
Latitude Series		C	C	C	C	C	C	C	C
Inspiro Series		C	C	C	C	C	C	C	C

COMPANY hereby represents and warrants that the names and numbers indicated in the Model Name or Model Number column in the table above accurately denote the actual designation used by COMPANY to identify the listed models (on the Customer System case and in COMPANY's internal books and records).

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ATTACHMENT 1 TO EXHIBIT C

COMPANY is hereby granted a license copy, install and distribute for the worldwide use of MS-DOS 6.22 & MS-DOS files as included in Windows 95 and/or Windows 98 listed below (collectively, "MS-DOS Based Utility Files") for the specific purposes described. No royalties shall be due MS for any MS-DOS Based Utility Files except as specifically set forth herein. MS acknowledges and confirms that the license granted herein extends to any Customer System distributed with MS-DOS Based Utility Files prior to the Effective Date and that no royalties are or shall be due for any such Customer Systems.

The usages and associated files are as follows:

1. Server Assistant CD

The Server Assistant CD will be used to restore important files to the server ("Server System") in the event there is an installation or some other problem, which requires the customer to reinstall the operating system. The MS-DOS Based Utility Files will not be accessible to the end user for any other use than this purpose.

The use of the following files will be royalty free for the purpose stated above, providing COMPANY Server System(s) with which the files are distributed contain a Microsoft Operating System ("MOS").

For each COMPANY Server System which is shipped with the Server Assistant CD and/or Server Diagnostic Partition files for the purpose stated in this Section 1 and Section 2 below, but which do not contain a MOS, COMPANY will pay Microsoft a Type II per copy royalty of US \$5.00 beginning on or after the License Effective Date and continuing thereafter for the term of the License Agreement.

Required Files: Additional Files for Foreign language version:

IO.SYS	KEYB.COM
HIMEM.SYS	DISPLAY.SYS
MSDOS.SYS	COUNTRY.SYS
MOUSE.EXE	MSCDEX.EXE
COMMAND.COM	Boot Record

2. Server Diagnostic Partition

The Server Diagnostic partition will be used to load diagnostics and configuration utilities and Electronic Break The Seal ("EBTS").

Required Files: Additional Files for Foreign language version:

IO.SYS	KEYB.COM
HIMEM.SYS	DISPLAY.SYS
MSDOS.SYS	COUNTRY.SYS
MOUSE.EXE	RAMDRIVE.SYS
Boot Record	

Other files:

DEBUG.EXE
QBASIC.EXE
EDIT.COM
SYS.COM
F.DISK.EXE
FORMAT.COM

3. All desktop and portable systems EBTS

The EBTS requirement is to create a MS-DOS partition which is royalty free and will allow COMPANY to load on all Customer Systems the EBTS in a manner consistent with this License Agreement.

Required Files:

MSDOS.SYS
IO.SYS
COMMAND.COM
Boot Record

4. The DOS Partition on Net PC

COMPANY's Net PC systems will ship with a MS-DOS partition ("Partition"), similar to the Server Diagnostic Partition. The Partition, which is royalty free, will contain the following products:

EBTS - Customer End User License Agreement that conforms to Additional Provision (18) of Exhibit C.

Dell Express Service Code - A machine specific number the customer uses for Tech Support.

Customer Diagnostics - Diagnostic tests the customer can optionally run after system boot. The diagnostics are the primary reason for shipping the Partition.

The Partition will ship with the MS-DOS files included in Windows 95 and/or Windows 98 and will require the following MS-DOS files:

MSDOS.SYS
IO.SYS
COMMAND.COM

5. Startup Disk

Distribute a startup disk with the APM or dispatch on an individual basis through Technical Support to an end user customer. The contents of the startup disk will be as set forth in the folder(s) in the operating system end user interface entitled "Settings/Control Panel/Add Remove Programs/Startup Disk" or other then-relevant path.

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