

Amendment No. 1 to the License Agreement

MICROSOFT CORPORATION and DELL PRODUCTS, LP Dated April 1, 1992. Contract No. 2811-2169

antistitutes

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and DELL PRODUCTS, LP ("COMPANY") dated April 1, 1992 ("Agreement"), is made and entered into this 19th day of October 1992.

- The attached Exhibit B2, MINIMUM COMMITMENT), is incorporated herein by reference and supersedus all existing Exhibits B2.
- The attached Exhibit C2. PER SYSTEM), Microsoft Office for Windows, is incorporated berein by reference and supersades all existing Exhibits C2.
- The assached Exhibit M2. COMPANY'S CUSTOMER SYSTEMS, is incorporated berein by reference and supersydes all exusuing Exhibits M2.
- Sections 6, MARKETING AND NON-DISCLOSURE AGREEMENT. Paragraph (a) shall be replaced in its entirety with the following:
 - (a) Norwithstanding anything to the constrary contained herein, COMPANY's (and its dealers' and distributors') rights to market each Product shall be limited to the Product in object form only and to the manual(s) and documentation referenced in the applicable Exhibit C, and (anything states) and the states of the applicable Exhibit C, and (anything states) and the states of th

5. Section 9. TERM OF AGREEMENT. Paragraph (b) shall be replaced in its entirety with the following:

(b) Provided that: (i) this Agreement has not been terminated by MS prior to the expiration of its term as set forth in Section 9(a) and (ii) COMPANY has complied with all the terms and conditions of this Agreement, the provided of the control of the Agreement to do so at least forty-five days prior to the then applicable opporation date of this Agreement. Unless otherwise agreed by the parties, the applicable then surrent royalties in the applicable

Exhibit(s) C and the corresponding then current minimum commitment payments in the applicable Exhibit(s) B (except for payment designated by asteroic (*) in Exhibit B1) shall apply to such additional one year periods.

Pow always in

any Product

10/08/92 LE922120.011

MS-PCA 2599292

Twith respect

HIGHLY CONFIDENTIAL In the event of inconsistancies 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 License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment does not constitute up offer by MS. This Amendment shall be effective upon execution on behalf of COMPANY and MS by their shilly authorized representatives.

MICROSOFT CORPORATION	DELL PRODUCTS, LP
Ву	Ву
Name (Print)	Name (Print)
Title	Tide
Dete	Date
10/08/92 LE922820.011	44.1

-

5

ign Bress matter water

.: . . .

Page 2

EXHIBIT B2 PAYMENT SCHEDULES

MINIMUM COMMITMENT

district the same

and the state of

First Period of This Agreement

COMPANY agrees to pay the following minimum cumulative payments to MS during the first period of this Agreement for Product in Exhibit C2. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against (i.e., will office actual earned royalties only during the term of this Agreement and only for MS applicanous Product(s) liousand under this Agreement, unless otherwise expressly noted in the applicable Exhibit(s) C. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE (FIRST PERIOD)

Applicable revulty rate: \$115.00 per unit for US versions.

Payment Due Date	Minimum Commitment Psyment Amount (USS)	of Payments for Period (USS)
Due October 31, 1992	\$1,150,000.00	\$1,150,000.00
Due January 31, 1993	\$1,150,000.00	\$2,300,000.00
Due April, 1993	\$1,150,000.00	\$3,450,00 0.00

Exhibit to the License Agreement dated April 1, 1992, between MICROSOFT CORPORATION and DELL PRODUCTS, LP.

(Added by Amendment No. 1)

たきしみつらいろろり

Page 3

It is still language with comes into play it we authorize upgrades. In order to planing the EXHIBIT COPER SYSTEM INTERPRET CONFUSION,

I: Microsoft Office for Windows The LANGUAGE (et's THIS LANGUAGE)

INO: 3.X

GE: US English

I DELIVERABLES:

Product in Object Code form.

Standard user documentation that MS delivers with the Product.

PRODUCT: Microsoft® Office for Windows™

VERSION NO: 3.X

ا الادار (دروناست) الادار (دروناست)

.

LANGUAGE: US English

PRODUCT DELIVERABLES:

(b) Standard user documentation that MS delivers with the Product.

PIEMS C.

PIEMS C.

PIEMS C.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, smaltiplied by s-of-(f) the number of full or partial Customer System(s) shipped to or placed in use by the COMPANY to or for a Castomer for which revenue is charged to the Customer during the term of this Arressman or for a Castomer for which revenue is charged to the Customer during the term of this Arressman or for a Castomer during partial Special Special

CUSTOMET SYMPE

Royalty Rate (SUS)

Exhibit M2

\$115.00

(b) COMPANY's report shall specify the number of Castomer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of such copies of Product, including Update Releases, Version Releases, and Upgrador licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M(s) and shall report for each Contomer System separately by processor. In the evens that no Concessor System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by COMPANY during such culmedur querur, COMPANY shall indicate this on the royalty report.

ROY ALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed bereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

Maximum royalty = R + (R*N*1.5%),

where R is the initial per system royalty described above and N is the number of mouths (rounded to the nearcast whole number) that have elapsed from the Effective Date until MS delivers the new Version Release

Page 4

EXHIBIT CZ (PER SYSTEM)

CUSTOMER SYSTEMS or other construct

Computer Cythere

ADDITIONAL PROVISIONS:

de tage

- A STATE OF THE STA Product of the Public Committee of the Companied of the C CUSTOMER SYCTEM or to others."
- COMPANY shall (i) include a MS registration card (to be supplied by MS) with each copy of Product distributed by COMPANY or (ii) provide a mechanism by which MS may receive a listing of or seed a mailing to all COMPANY and user purchasers of Product. MS will not disclose COMPANY and wast purchasers to any compensor of COMPANY.
- 3. CONTRACTOR TO THE STATE OF T eminue 301 371 278
- MS agrees to provide all end user support for Product for an additional \$50.00 per copy of Product on a country-by-country basis. This additional \$50.00 shall not apply to minimum commitment obligations, shall not be recompable, and shall be invoiced separately.
- 5. Should COMPANY choose to ship Product disks with preinstalled software, COMPANY shall distribute the Product "sesup" and "install" files on the same disks as COMPANY's MS Windows product files or shall distribute the Product disks containing such files in the same package with the MS Windows disks acquired from the other Product disks. The remaining Product files shall be distributed on separate disks with disk labels and in separate Product packaging.
- 6. COMPANY may distribute Product directly or indirectly only to end users in the U.S. and Canada.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Office for Windows M

Exhibit to the License Agreement dated April 1, 1992, between MICROSOFT CORPORATION and DELL PRODUCTS, LP.

(Added by Amendment No. 1)

Page 5

MS-PCA 2599296

EXHIBIT M2

COMPANY'S CUSTOMER SYSTEMS

For purposes of Products in Exhibit C2, COMPANY's Customer Systems shall be defined to be the following computer system products:

Customer Systems:

The Constitution of the

IAII COMPANY's current and feature computer system models that utilize any latel X86 microprocessor/ for any non-latel interoprocessor which executes the equivalent instruction set and includes either.

- a. AMT 2400 band data modern board, or
- b. DIGITAN 9600 based fax/2400 based data modern board

Exhibit to the License Agreement deted April 1, 1992, between MICROSOFT CORPORATION and DELL PRODUCTS, LP.

(Added by Amendment No. 1)

Page 6

MS-PCA 2599297

HIGHLY CONFIDENTIAL