

PLAINTIFF'S
EXHIBIT
3548
Comes v. Microsoft

MICROSOFT CORPORATION
ORIGINAL EQUIPMENT MANUFACTURER LICENSE AND DISTRIBUTION AGREEMENT
for
MICROSOFT® EASY DISTRIBUTION ("MED") PACKAGE
(WITH MINIMUM COMMITMENT PAYMENTS)

This License and Distribution Agreement ("Agreement") is made and entered into this 1st day of July, 1993 ("Effective Date"), by and between MICROSOFT CORPORATION, a Delaware, U.S.A. corporation, with offices at One Microsoft Way, Redmond, WA 98052-6399 (hereafter "MS"), and QUANTA COMPUTER INC., an entity organized under the laws of Taiwan (R.O.C.) (hereafter "COMPANY").

The parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "COMPANY Subsidiary" shall mean a company in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is owned or controlled by COMPANY, but only so long as such ownership or control exists. COMPANY hereby guarantees each of its COMPANY Subsidiaries' performance under this Agreement. COMPANY Subsidiaries are identified in Exhibit X. COMPANY shall provide MS written notice of the name and address of each additional COMPANY Subsidiary before the COMPANY Subsidiary exercises any rights under this Agreement.

(b) "Customer System" shall mean the computer hardware marketed or distributed by COMPANY described in Exhibit M(s).

(c) "Product Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the left of the decimal point in the Product Version number [(x).xx].

(d) "Product" or "Products" shall mean the then current Product release(s) of the Microsoft® Easy Distribution Packaged Product(s), as described in the attached Exhibit C(s). Product Releases other than those described in the attached Exhibit C(s) are not included in this Agreement.

(e) "Authorized Distributor" shall mean either MS or an entity duly licensed by MS to manufacture and fulfill orders for Product(s).

NOTE: Exhibit C(s) and M(s) are attached. COMPANY is licensed for Product in Exhibit C(s) only if the corresponding Exhibit M(s) is completed.

2. DISTRIBUTION LICENSE

(a) MS grants to COMPANY the non-exclusive rights (i) to reproduce Product only as necessary to install Product on Customer System hard disk, with no additional right to reproduce; (ii) to distribute the Product directly or indirectly to end users, subject to the restrictions in Section 5; and (iii) to grant to COMPANY Subsidiaries all rights granted to COMPANY herein (except that COMPANY Subsidiaries may not further grant rights to third parties). All rights not expressly granted are reserved by MS.

(b) COMPANY shall only be authorized to acquire Product from an Authorized Distributor designated in Exhibit Y. MS shall notify COMPANY of any additions to and deletions from Exhibit Y. COMPANY's right to acquire Product shall be subject to a determination by MS in its sole discretion

that COMPANY is maintaining no more Product inventory than is necessary for its authorized distribution.

(c) COMPANY's rights hereunder shall not extend to Product source code. COMPANY shall not reverse engineer, decompile or disassemble any Product, ~~except that in the European Economic Community, COMPANY shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 123/43 (17 May 1991).~~

3. PRICE; PAYMENT AND ROYALTY REPORTS

(a) COMPANY agrees to pay royalty payments ~~and minimum commitments~~ to MS and the price of the Product to Authorized Distributor within the times stated in Section 12 and Exhibit(s) ~~B and C~~. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary.

(b) All prices are FOB Authorized Distributor's shipping point and are exclusive of applicable sales or use taxes or other taxes, import and export fees, duties or tariffs, and any other taxes, duties or fees of any kind which may be levied in connection with the transactions covered hereby. Such charges shall be paid by COMPANY.

(c) In the event income taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that COMPANY shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent possible under applicable law. Prices stated are exclusive of any federal, state, municipal or other governmental taxes, including foreign tax withholding (except as provided in Section 3(c)), duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's or COMPANY Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between COMPANY and COMPANY Subsidiaries. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide an exemption certificate acceptable to MS and the applicable authority. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(d) COMPANY agrees to make consolidated (i.e. on behalf of COMPANY and COMPANY Subsidiaries which exercise rights under this Agreement) quarterly reports and royalty payments to MS within thirty (30) days after the end of each calendar quarter, ~~as required by Exhibit B,~~ and thirty (30) days after termination or expiration of this Agreement. COMPANY agrees to specify the MS invoice number, if any, with respect to which payment is made.

(e) The credit for the balance of prepaid royalties from the PRIOR AGREEMENT as described in Section 18(a) shall be recoupable against future earned royalties only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Such credit is not recoupable against payments made to the Authorized Distributor for copies of Product ordered by COMPANY. To the extent that actual earned royalties exceed such credit, COMPANY shall pay MS for actual earned royalties.

~~(e) COMPANY shall provide MS with a copy of its state resale exempt certificate with this Agreement when it is returned for signature by MS.~~

4. ACCEPTANCE AND LIMITED WARRANTY

MS-PCA 2608784

(a) COMPANY shall be deemed to have accepted the Product unless it provides written notice of nonconformance as provided in Section 4(b). Conformance to the applicable MS written specification in Exhibit C(s) shall solely determine acceptability.

(b) MS warrants that the Product furnished hereunder will, at the time of shipment, be free from defects in materials and will conform to the written specification in the applicable Exhibit C(s). COMPANY's remedy and MS' obligation under this limited warranty shall be limited to, at MS' election, return of the Product for credit to COMPANY's account or replacement of any defective Product. This limited warranty applies only if:

(i) written notice of nonconformance is received by MS within thirty (30) days after shipment;

(ii) after MS' authorization, the nonconforming products are returned, freight charges prepaid; and

(iii) after examination, MS determines to its satisfaction that the products are nonconforming. Any replacement shall not extend the original warranty period. This limited warranty shall not apply to Product which MS determines has been subject to misuse, neglect, improper installation, repair, alteration, or damage either by COMPANY or another.

(c) Product may be returned only in the event of a breach of the limited warranty in Section 4. No other returns or exchanges will be allowed for any other reason.

(d) Neither COMPANY nor any of its employees shall have any right to make any representation or warranty regarding Product other than those made in writing by MS. MS makes no warranties as to items which are not manufactured by MS but included in or with the Product. To the extent permitted by its contract with the supplier for such included item, MS shall assign to COMPANY any rights it may have under such supplier's warranty.

THIS LIMITED WARRANTY MAY BE ASSERTED BY COMPANY ONLY AND NOT BY COMPANY'S CUSTOMERS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON MS' PART. IN PARTICULAR, MS MAKES NO WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON THE CUSTOMER SYSTEM(S). IN NO EVENT SHALL MS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

5. DISTRIBUTION RESTRICTIONS

(a) COMPANY shall market and distribute each Product only along with and to end user purchasers of COMPANY's Customer System(s). COMPANY shall distribute Product(s) only as a component located inside of COMPANY's Customer System packaging. COMPANY shall distribute and license Product(s) only with those Customer Systems listed on Exhibit C for the particular Product(s). COMPANY shall contractually obligate (e.g. by contract, invoice or other written instrument) its distributors, dealers and others in its distribution channels to comply with the foregoing. COMPANY agrees that it will discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing.

(b) COMPANY may distribute Customer System(s) with Product installed on the Customer System hard disk or Read Only Memory ("ROM"). In such case, COMPANY shall place a notice over either the Customer System power switch in the "off" position or the power inlet connector which informs the end-user that turning on the Customer System indicates acceptance of the terms of the end-user license agreement attached to or contained in either the sealed envelope which contains the Product disk or the Product documentation. Except as provided in this Section 5(b), COMPANY may not reproduce the Product in any other manner. In the event COMPANY installs Product on the

Customer System hard disk or in ROM it shall provide a copy of the full packaged Product or an End User License Agreement ("EULA") as obtained from Authorized Distributor, along with that Customer System pursuant to Section 5(a).

(c) COMPANY agrees that it shall not distribute unauthorized copies including, but not limited to, copies of MS Product(s) not properly licensed under this Agreement or another valid agreement with MS or an MS licensee.

6. COPYRIGHT NOTICES; TRADEMARKS

(a) COMPANY shall market the Product only under the applicable MS Product name, and COMPANY agrees to use the trademark symbol "®" in a superscript and clearly indicate MS' ownership of the trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in any other manner in connection with the Product. COMPANY shall, upon request, provide MS samples of all literature, packaging, labels and labeling prepared by COMPANY which uses Product name(s). COMPANY agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks.

(b) COMPANY shall undertake no action that will interfere with or diminish MS' rights, title and/or interest in such trademark(s), trade name(s) and/or Product name(s). COMPANY shall not, at any time, use any name or trademark confusingly similar to an MS trademark, trade name and/or Product name. COMPANY shall not use or display MS' logo(s) without MS' prior written permission.

7. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by COMPANY.

8. TERM OF AGREEMENT

Provided this Agreement has been properly executed by an authorized representative of COMPANY and of MS and is not terminated earlier in accordance with its terms, the Initial Term term of this Agreement shall run from the Effective Date until the earlier of (a) two (2) years after the end of the calendar quarter during which the Effective Date occurs, or (b) the end of the calendar quarter during which COMPANY's credit for the balance of prepaid royalties from the PRIOR AGREEMENT, as set forth in Section 18(b) is fully recouped, unless terminated earlier as provided herein. Following expiration or termination, COMPANY may not distribute Product purchased from MS or an Authorized Distributor prior to termination or expiration.

9. DEFAULT AND TERMINATION

(a) This Agreement may terminate if any of the following events of default occur: (i) if either party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if COMPANY manufactures or distributes any MS product which is not properly licensed under this Agreement or another valid agreement with MS or an MS licensee; or (iii) upon termination of any other agreement between COMPANY and MS due to default by COMPANY.

(b) Termination due to a breach of Sections 2 or 5 shall be effective upon notice. In all other cases termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

(c) In the event of COMPANY's default, MS may terminate this Agreement in its entirety or as to any individual Product(s). Termination of this Agreement as to any particular Product(s) will not

affect the terms and conditions of this Agreement as they apply to the other Product(s) licensed hereunder.

10. OBLIGATIONS UPON TERMINATION

(a) In the event this Agreement is terminated due to COMPANY's default, within ten (10) days after termination COMPANY shall return the Product Deliverable described on Exhibit C to MS and all copies of each Product in COMPANY's possession or under its control to the Authorized Distributor.

(b) From and after termination or expiration, COMPANY shall not use internally nor employ any Product as part or portion of any product that COMPANY may use, sell, assign, lease, license, or transfer to third parties. COMPANY shall cease and desist from all use of any Product name(s) and associated trademark(s) and, upon request, deliver to MS or its authorized representatives or destroy all material upon which the Product name(s) and the associated trademarks appear.

(c) Termination of this Agreement as a result of COMPANY's default shall result in acceleration of COMPANY's obligation to pay all sums COMPANY contracted to pay under this Agreement, including all minimum commitment payments as described in Exhibit B.

(d) End user licenses properly granted pursuant to this Agreement and prior to termination of this Agreement shall not be diminished or abridged by termination of this Agreement.

(e) Sections 11, 13, 14, 15, 16(a), 16(b) and 16(c) shall survive termination of this Agreement.

11. LIMITATION OF LIABILITY AND REMEDY

(a) MS' liability to COMPANY under any provision of this Agreement or any transaction contemplated by this Agreement shall be limited to one hundred percent (100%) of the amount having then actually been paid by COMPANY to MS under this Agreement. MS' limitation of liability is cumulative with all MS' expenditures being aggregated to determine satisfaction of the limit. The existence of claims or suits against more than one Product licensed under this Agreement will not enlarge or extend the limit. COMPANY releases MS from all obligations, liability, claims or demands in excess of the limitation. The parties acknowledge that other parts of this Agreement rely upon the inclusion of this Section 11.

(b) The rights and remedies granted to COMPANY under Section 4 constitute COMPANY's sole and exclusive remedy against MS, its officers, agents and employees for negligence, inexcusable delay, breach of warranty, express or implied, or for any default whatsoever relating to the condition of the Product or MS' duties to correct any deviations from specifications.

12. PRODUCT ORDERS, PAYMENT AND SUPPORT

(a) COMPANY's initial order must be in writing and for a minimum of one hundred (100) copies of Product. Each subsequent COMPANY order must be in writing and for a minimum of twenty (20) copies of Product. All orders shall be in increments of twenty (20) units. COMPANY's order shall clearly indicate the quantity, version number and media type of Product being ordered, and shall be accompanied by payment at the unit price and royalty payments identified in Exhibit C(s). COMPANY's order payment shall be:

(i) made payable to the order of applicable Authorized Distributor; and

(ii) in the amount of all monies due for such order.

Orders received without the required associated payment will not be processed. Authorized Distributor will attempt to ship the Product within two (2) business days of receiving COMPANY's payment.

(b) COMPANY's orders shall be sent to the address listed under PRODUCT ORDERS in Exhibit Y. MS may, with prior notice to COMPANY, elect to specify a different address to which COMPANY shall send its Product orders.

(c) The Products will be shipped to the address indicated by COMPANY at the time the order is placed. COMPANY may maintain only one (1) shipping address. Authorized Distributor may select the carrier of its choice for Product shipments to COMPANY. In the event of Product shortages, MS shall have the right to allocate available supplies among its customers.

(d) COMPANY shall use reasonable efforts to support its end user customers of Product on Customer Systems and shall designate on each copy of Product and in Section 14 a customer support telephone number to provide COMPANY's end user customers commercially reasonable access to technical assistance. MS does not warrant and shall not be responsible for any incompatibility between the Product and COMPANY's Customer System(s).

(e) COMPANY acknowledges that MS may require Authorized Distributor to refuse to fill COMPANY's orders or that MS may refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement.

(f) MS may, without prior notice to COMPANY, elect to cancel the production of any Product. Any monies paid by COMPANY for orders of any such cancelled Product received after MS' cancellation will be returned to COMPANY. If MS cancels the production of all Products licensed by COMPANY under this Agreement, this Agreement shall terminate.

13. AUDITS AND INSPECTIONS

(a) During the term of this Agreement, COMPANY agrees to keep all usual and proper records and books of account and all usual and proper entries relating to Product.

(b) MS may cause an audit to be made of the applicable COMPANY records and facilities in order to verify COMPANY's compliance with the terms of this Agreement and to verify statements issued by COMPANY and prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis) and shall be conducted during regular business hours at COMPANY's offices. Any such audit shall be paid for by MS unless a material breach of this Agreement is disclosed, in which case COMPANY agrees to pay MS for the costs associated with the audit. "Material" shall mean a breach of Sections 2, 3 or 5 or a greater than ten percent (10%) under-reporting of Customer System shipments.

(c) In addition to the provisions of Section 13(b) above, MS may inspect COMPANY's procedures at COMPANY's premises in order to verify COMPANY compliance with Sections 2 and 5 without notice. Any such inspection shall be conducted during regular business hours at COMPANY's offices.

14. NOTICES AND REQUESTS

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. or Taiwan, R.O.C. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid, and addressed as follows (or to such other address as the party to receive the notice or request so designates by written notice to the other):

NOTICES TO COMPANY:

Attn:
Telephone:
Fax:

COMPANY

Customer Support Telephone:
()

NOTICES TO MS:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
USA

Attn: Vice President, OEM Sales
Fax: 206-936-7329

Copy: Law & Corporate Affairs
Fax: (206) 936-7329

ROYALTY REPORTS AND RELATED PAYMENTS TO MS:

(a) **IF COMPANY is a US based company:**

MICROSOFT CORPORATION
P.O. Box 84808
Seattle, WA 98124-6108

(b) **IF COMPANY is based outside the US:**

(i) **Payments shall be made by wire transfer to:**

Citibank N.A.
399 Park Avenue
New York, NY 10043
USA

ABA 021000089
Regarding: Microsoft International OEM Collections
Account # 38468231

(ii) **Royalty reports to:**

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
USA
ATTN: OEM Finance

15. CONTROLLING LAW; NO FRANCHISE; ATTORNEYS' FEES

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and COMPANY consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party in the manner set forth in Section 14 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(b) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise as defined in the Washington Franchise Investment Protection Act, RCW 19.100, as amended, or 16 CFR Section 436.2(a). The royalty paid to MS under Section 3 of this Agreement shall be construed as a royalty fee for the rights granted in Section 2 of this Agreement, and not as a franchise fee.

(c) If either MS or COMPANY employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

16. GENERAL

(a) Any Product which COMPANY distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities (the "Government"), are provided to COMPANY with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restriction as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013, or as set forth in the particular department or agency regulations or rules which provide MS protection equivalent to or greater than the above-cited clause. COMPANY shall comply with any requirements of the Government to obtain such RESTRICTED RIGHTS protection, including without limitation, the placement of any restrictive legends on any license agreement used in connection with the distribution of the Product. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399. Under no circumstances shall MS be obligated to comply with any Governmental requirements regarding the submission of or the request for exemption from submission of cost or pricing data or cost accounting requirements. For any distribution or license of the Product that would require compliance by MS with Governmental requirements relating to cost or pricing data or cost accounting requirements, COMPANY must obtain an appropriate waiver or exemption from such requirements for the benefit of MS from the appropriate Governmental authority before the distribution and/or license of the Product to the Government.

(b) COMPANY acknowledges that the Products, user manuals, and services acquired hereunder are subject to the export control laws and regulations of the US, and any amendments thereof. COMPANY confirms that with respect to these Products, user manuals, or services it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Haiti, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, South Africa (military and police entities), Syria, and Vietnam); (ii) any end user who COMPANY knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. COMPANY further acknowledges that the products may include technical data subject to export and re-export restrictions imposed by US law.

(c) This Agreement shall not constitute an offer by MS and it shall not be effective until signed by both parties. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including all previous agreements for the distribution of Product(s). It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of COMPANY and MS by their respective duly authorized representatives. This Agreement shall control any provisions in purchase orders which are inconsistent with this Agreement. Unless agreed to in a separate writing signed by both parties, any statement appearing as a restrictive endorsement on a check or other instrument which purports to modify a right, obligation or liability of either party shall be of no force and effect and the payee party shall be free to negotiate such check notwithstanding such void endorsement.

(d) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If this

Agreement, as it relates to any Product(s) licensed hereunder, shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable or if this Agreement is terminated as to particular Product(s), this Agreement shall remain in full force and effect as to the remaining Product(s).

(e) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(f) The Section headings used in this Agreement and any attached Exhibits are intended for convenience only and shall not be deemed to supersede or modify any provisions.

17. COMPANY'S GOVERNMENTAL APPROVAL OBLIGATIONS

(a) COMPANY shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of all of the terms and conditions of the Agreement including, but not limited to, foreign exchange approvals, import and offer agent licenses, fair trade approvals and all approvals which may be required to realize the purposes of the Agreement. COMPANY warrants and represents that the Product(s) is importable into the country where the shipping address for COMPANY (Section 14) is located. COMPANY further warrants and represents that neither the Bureau of Export Administration nor any other US government agency with jurisdiction over export controls has suspended, revoked or denied COMPANY's export privileges.

(b) If any necessary approvals are not or cannot be obtained within a reasonable time in form and substance satisfactory to MS, or MS determines that Bureau of Export Administration or any other US government agency with jurisdiction over export controls has suspended, revoked, or denied COMPANY's export privileges, MS may immediately terminate this Agreement, and upon receipt of such notice by COMPANY, this Agreement shall be null, void and of no effect.

18. CREDIT FOR PREPAID BALANCE AND TERMINATION OF PRIOR AGREEMENT

Provided that, as of the Effective Date of this Agreement, COMPANY has paid MS all amounts due under the License Agreement for Microsoft® MS-DOS® ROM Version 3.31 and Microsoft® MS-DOS® Version 3.3 (MS License No. A111-0267) dated September 1, 1990 between COMPANY and MS (hereinafter the "PRIOR AGREEMENT") and COMPANY has complied with all the terms and conditions of the PRIOR AGREEMENT.

(a) COMPANY shall receive a credit equal to i) the minimum commitment payments made by COMPANY pursuant to Exhibit B of the PRIOR AGREEMENT, minus ii) the amount of said minimum commitment payments determined to represent earned royalties in accordance with the PRIOR AGREEMENT. If earned royalties exceed such minimum commitment payments, there shall be no credit. Any credit due COMPANY pursuant to this provision shall be applied against royalties payable by COMPANY under the Exhibit C(s) of this Agreement, as reflected therein; and,

(b) The PRIOR AGREEMENT shall be deemed terminated as of the Effective Date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

QUANTA COMPUTER, INC. COMPANY

By _____

By _____

Title

Title

Date

Date

02/04/93 LE930280.011

~~EXHIBIT B~~
~~PAYMENT SCHEDULES~~

MINIMUM COMMITMENT

First Period of This Agreement

~~COMPANY~~ agree to pay a minimum of _____ Dollars (US\$ _____) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which ~~COMPANY~~ shall make to MS during the first period of this Agreement. 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 future earned royalties only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Prepaid royalties are not recoupable against payments made to the Authorized Distributor for copies of Product ordered by ~~COMPANY~~. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(a) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$	\$
Three (3) months after the end of the calendar quarter in which the Effective Date occurs ("FIRST PAYMENT DATE")	\$	
3 months after the FIRST PAYMENT DATE	\$	\$
6 months after the FIRST PAYMENT DATE	\$	\$
9 months after the FIRST PAYMENT DATE	\$	\$
Total First Period Minimum Commitment	\$	\$

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

~~COMPANY agrees to pay a minimum of _____ Dollars (US\$ _____) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. 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 future earned royalties only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable. Prepaid royalties are not recoupable against payments made to the Authorized Distributor for copies of Product ordered by COMPANY.~~

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u> <u>(US\$)</u>	<u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u>
13 months after the FIRST PAYMENT DATE	\$	\$
15 months after the FIRST PAYMENT DATE	\$	\$
18 months after the FIRST PAYMENT DATE	\$	\$
21 months after the FIRST PAYMENT DATE	\$	\$
Total Second Period Minimum Commitment	\$	\$

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

~~Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____~~

EXHIBIT C1 (SYSTEM COMMITMENT)

~~(NOTE: If no Customer Systems are designated in Exhibit M1, COMPANY has no license rights to Product in this Exhibit C1)~~

~~PRODUCT: Microsoft MS-DOS (EASY DISTRIBUTION PACKAGE)~~

~~VERSION NO.: 5.0~~

~~FOREIGN LANGUAGE: English and other languages as available through Authorized Distributor.~~

PRODUCT DELIVERABLE:

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

PRODUCT SPECIFICATIONS:

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

PRICE, ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

~~(a) Price: The price for the MED package shall be the current price as determined by the Authorized Distributor at the time of order. Prices shall be fully prepaid to Authorized Distributor at the time of Product order.~~

~~(b) In addition to the price in (a) above, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement. COMPANY shall pay such royalties to MS on a quarterly basis as described in Section 3.~~

Customer System

Royalty Rate (US\$)

Exhibit M1

~~(c) If COMPANY licenses or distributes a non US English language version of the Product, then, in addition to the royalty payable in Section (b) above, COMPANY agrees to pay MS a royalty of (US\$2.00) multiplied by the number of copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.~~

~~(d) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M1 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.~~

MS-PCA 2608796

HIGHLY
CONFIDENTIAL

EXHIBIT C1 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES 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 hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

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

ADDITIONAL PROVISIONS:

From the Effective Date through June 30, 1993, COMPANY may ship a single copy of either MS-DOS 6 and Enhanced Tools or MS-DOS 5.0, but not both, with each Customer System. Effective July 1, 1993, COMPANY's rights to ship MS-DOS 5.0 shall cease.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft[®] MS-DOS[®] 5 operating system

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____

EXHIBIT C12 (SYSTEM COMMITMENT)

(NOTE: If no Customer Systems are designated in Exhibit M12, COMPANY has no license rights to Product in this Exhibit C12)

PRODUCT: Microsoft MS-DOS (EASY DISTRIBUTION PACKAGE)

VERSION NO: 6.0

FOREIGN LANGUAGE: English and other languages as available through Authorized Distributor.

PRODUCT DELIVERABLE:

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

PRODUCT SPECIFICATIONS:

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

PRICE, ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) **Price.** The price for the MED package shall be the current price as determined by Authorized Distributor at the time of order. Prices shall be fully prepaid to Authorized Distributor at the time of Product order.

(b) In addition to the price in (a) above, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement. COMPANY shall pay such royalties to MS on a quarterly basis as described in Section 3.

Customer System

Royalty Rate (US\$)

Exhibit M12

(c) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

(d) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (b) above, COMPANY agrees to pay MS a royalty of (US\$2.00) multiplied by the number of copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(e) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M12 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

MS-PCA 2608798

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EXHIBIT C12 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES 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 hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

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

ADDITIONAL PROVISIONS:

~~From the Effective Date through June 30, 1993, COMPANY may ship a single copy of either MS-DOS 6 and Enhanced Tools or MS-DOS 5.0, but not both, with each Customer System. Effective July 1, 1993, COMPANY's right to ship MS-DOS 5.0 shall cease.~~

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT C23 (SYSTEM COMMITMENT)

(NOTE: If no Customer Systems are designated in Exhibit M12, COMPANY has no license rights to Product in this Exhibit C23)

PRODUCT: Enhanced Tools for MS-DOS 6

VERSION NO: 1.0

FOREIGN LANGUAGE: English and other languages as available through Authorized Distributor.

PRODUCT DELIVERABLE:

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

PRODUCT SPECIFICATIONS:

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

PRICE, ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) **Price.** The price for the MED package shall be the current price as determined by Authorized Distributor at the time of order. Prices shall be fully prepaid to Authorized Distributor at the time of Product order.

(b) In addition to the price in (a) above, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement. COMPANY shall pay such royalties to MS on a quarterly basis as described in Section 3.

Customer System

Royalty Rate (US\$)

Exhibit M12

(c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (b) above, COMPANY agrees to pay MS a royalty of (US\$0.50) multiplied by the number of copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(d) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M12 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C23 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES 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 hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

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

ADDITIONAL PROVISIONS:

(a) ~~From the Effective Date through June 30, 1993, COMPANY may ship a single copy of either MS-DOS 6 and Enhanced Tools or MS-DOS 5.0, but not both, with each Customer System. After July 1, 1993, COMPANY's right to ship MS-DOS 5.0 shall cease.~~

(b) Product in this Exhibit C23 is only available packaged with the MS-DOS 6.0 operating system.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

MS-PCA 2608801

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EXHIBIT C34 (SYSTEM COMMITMENT)

(NOTE: If no Customer Systems are designated in Exhibit M23, COMPANY has no license rights to Product in this Exhibit C34)

PRODUCT: Microsoft® Windows™ (EASY DISTRIBUTION PACKAGE)

VERSION NO: 3.1

FOREIGN LANGUAGE: English and other languages as available through Authorized Distributor.

PRODUCT DELIVERABLE:

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

PRODUCT SPECIFICATIONS:

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

PRICE, ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) Price. The price for the MED package shall be the current price as determined by Authorized Distributor at the time of order. Prices shall be fully prepaid to Authorized Distributor at the time of Product order.

(b) In addition to the price in (a) above, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement. COMPANY shall pay such royalties to MS on a quarterly basis as described in Section 3.

Customer System

Royalty Rate (US\$)

Exhibit M23

(c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (b) above, COMPANY agrees to pay MS a royalty of (US\$4.00) multiplied by the number of copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(d) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M23 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C34 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES 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 hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R \cdot N \cdot 1.5\%),$$

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

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Windows™ operating system

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT C45 (SYSTEM COMMITMENT)

(NOTE: If no Customer Systems are designated in Exhibit M34, COMPANY has no license rights to Product in this Exhibit C45)

PRODUCT: Microsoft® Windows™ for Workgroups (EASY DISTRIBUTION PACKAGE)

VERSION NO: 3.1

FOREIGN LANGUAGE: English and other languages as available through Authorized Distributor.

PRODUCT DELIVERABLE:

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

PRODUCT SPECIFICATIONS:

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

PRICE, ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) **Price.** The price for the MED package shall be the current price as determined by Authorized Distributor at the time of order. Prices shall be fully prepaid to Authorized Distributor at the time of Product order.

(b) In addition to the price in (a) above, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement. COMPANY shall pay such royalties to MS on a quarterly basis as described in Section 3.

Customer System

Royalty Rate (US\$)

Exhibit M34

(c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (b) above, COMPANY agrees to pay MS a royalty of (US\$ _____) multiplied by the number of copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(d) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product for each language version licensed or distributed by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M4 and shall report for each Customer System separately and by language version of Product. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C45 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES 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 hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

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

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Windows™ for Workgroups operating system with integrated networking

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT M1
MS-DOS[®] 5.0 (EASY DISTRIBUTION PACKAGE)

~~COMPANY's Customer Systems shall be defined to be all COMPANY's current and future computer systems that utilize a single one of the following Intel microprocessors, or non Intel microprocessors that execute the same instruction sets:~~

Model Name*

Processor

~~*Note: If no Model Name is specified, this Exhibit M1 shall cover all models for a designated processor.~~

~~If any of the information requested above is not available with respect to any Customer System at the time of execution of this Agreement, COMPANY shall provide such information to MS not less than thirty (30) days prior to shipment of that Customer System.~~

~~Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____~~

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EXHIBIT M12
MS-DOS® 6 and Enhanced Tools (EASY DISTRIBUTION PACKAGE)

COMPANY's Customer Systems shall be defined to be all COMPANY's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets:

Model Name*

Processor

*Note: If no Model Name is specified, this Exhibit M12 shall cover all models for a designated processor.

If any of the information requested above is not available with respect to any Customer System at the time of execution of this Agreement, COMPANY shall provide such information to MS not less than thirty (30) days prior to shipment of that Customer System.

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT M23
WINDOWS™ (EASY DISTRIBUTION PACKAGE)

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Model Name*

Processor

*Note: If no Model Name is specified, this Exhibit M23 shall cover all models for a designated processor except for those models, if any, listed on Exhibit M34.

If any of the information requested above is not available with respect to any Customer System at the time of execution of this Agreement, COMPANY shall provide such information to MS not less than thirty (30) days prior to shipment of that Customer System.

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____

EXHIBIT M34
WINDOWS™ FOR WORKGROUPS (EASY DISTRIBUTION PACKAGE)

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Model Name*

Processor

*Note: If no Model Name is specified, this Exhibit M34 shall cover all models for a designated processor.

If any of the information requested above is not available with respect to any Customer System at the time of execution of this Agreement, COMPANY shall provide such information to MS not less than thirty (30) days prior to shipment of that Customer System.

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT R

Royalty Report for _____ [COMPANY]
 Reporting Period: _____, 19__ to _____, 19__

Microsoft Contract # _____

PER-SYSTEM PRODUCT		A	B	C (= A x B)
Product Name and Version	CPU Type	Royalty Rate	Number of Systems	Royalty Due
System 1: _____	_____	\$ _____	_____	\$ _____
System 2: _____	_____	\$ _____	_____	\$ _____
System 3: _____	_____	\$ _____	_____	\$ _____
System 4: _____	_____	\$ _____	_____	\$ _____
System 5: _____	_____	\$ _____	_____	\$ _____
System 6: _____	_____	\$ _____	_____	\$ _____
			Total Reported:	\$ _____

PER-COPY PRODUCT		A	B	C (= A x B)
Product Name and Version	Product ID	Per Copy Royalty	Copies Shipped	Royalty Due
Language		\$ _____	_____	\$ _____

Other (Describe)	Per Copy Royalty	Copies Shipped	Royalty Due
	\$ _____	_____	\$ _____

Total Royalty Reported: \$ _____

Total Payment Enclosed: \$ _____

If this is your initial royalty report, please indicate date of first Product shipment for revenue.

Report Completed by: _____ (Signature)

_____ (Print)

_____ (Date)

Telephone Number: () _____

Exhibit to the License Agreement dated _____, 19__, between MICROSOFT CORPORATION and _____

MS-PCA 2608810

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EXHIBIT X
COMPANY SUBSIDIARIES

COMPANY Subsidiaries authorized to exercise rights under this Agreement are:

I. Name: _____
Address: _____

Telephone: _____
Fax: _____

II. Name: _____
Address: _____

Telephone: _____
Fax: _____

III. Name: _____
Address: _____

Telephone: _____
Fax: _____

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.

EXHIBIT Y

AUTHORIZED DISTRIBUTORS

IN THE UNITED STATES:

Product Orders And Returns:

Mailing address:

Microsoft Corporation Easy Distribution
4101 D Industry Drive
Tacoma, WA 98424
USA

Telephone: (800) 643-2367
Fax: (206) 922-7692

Wire transfer information:

Key Bank (formerly Puget Sound Bank)
Main Branch
1119 Pacific Avenue
Tacoma, WA 98402
AIC: 02295996
Routing: 125100076
Name: MS Easy Dis/Six Sigma

IN EUROPE:

Product Orders And Returns:

Mailing address:

R.R. Donnelly Nederland B.V.
Curacao 42
7332 BM, Apeldoorn
The Netherlands

Telephone: 31-55 43 44 22
Fax: 31-55 43 44 44

Wire transfer information:

Available at time of order.

IN SINGAPORE:

Product Orders And Returns:

Mailing address:

R.R. Donnelly Microsoft Easy Distribution
51 UB Avenue 3
Singapore 1440

Telephone: (65) 747-5605 or (65) 747-5686
Fax: (65) 740-4617

Wire transfer information:

Available at time of order.

Exhibit to the License Agreement dated _____, 19____, between MICROSOFT CORPORATION and _____.