AMENDMENT NUMBER 7
Amendment Date: September 1, 1996
to MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS
between MICROSOFT CORPORATION, a Washington, U.S.A. Corporation
and INTERNATIONAL BUSINESS MACHINES, a Corporation of New York
Agreement Effective Date: August 24, 1995
MICROSOFT LICENSE # M001-5236

Effective as of the Amendment Date indicated above, the below signed parties agree that the indicated portions of the above referenced license agreement (hereinafter the "Agreement") are hereby amended by this instrument (hereinafter the "Amendment"), as follows:

1. New Section 1(j) is hereby added to the Agreement and shall read as follows:

   "(j) "Supplement" shall mean a release of a supplement to, or replacement of, any portion of Product which may include corrections to bugs or errors as MS may make available to IBM from time to time."

2. The following is hereby added to the end of Section 2(a) of the Agreement:

   "With respect to Supplements, MS may also grant to IBM one or more non-exclusive, limited additional rights, including without limitation, those set forth in Exhibit F hereto and/or in a "Supplement Addendum" for such Supplement. If IBM decides to exercise any such additional rights granted for a particular Supplement, IBM agrees to fully comply with all of the terms and conditions of the applicable Supplement Addendum, and the additional terms described in Exhibit F."

3. Section 2(e) of the Agreement is hereby amended and as amended shall read as follows:

   "(e) IBM's license shall extend to Update Releases, Version Releases, and Supplements. IBM's license shall not extend to Product Releases; provided, however, that in the event MS makes a future Product Release available to OEMs generally, it shall offer IBM the opportunity to license such Product Release on MS' then current standard terms and conditions."

4. The first paragraph of Section 3(c) is hereby amended and as amended shall read as follows:

   "(c) IBM agrees to make consolidated (i.e., on behalf of IBM and IBM Subsidiaries) monthly royalty reports to MS within twenty-two (22) days after the end of each calendar month, and twenty two (22) days after termination or expiration for the final full or partial month. Such reports shall identify shipments by:"

5. New Section 3(h) is hereby added to the Agreement and shall read as follows:

   "(h)

   (i) For Product(s) specified in the applicable Exhibit C as licensed on a "per system" basis, except as provided in Section 3(e) of the Agreement, IBM agrees to pay MS the applicable royalty set forth in the applicable Exhibit C for each Designated Customer System distributed or placed in use by or for IBM. For Product(s) specified in the applicable Exhibit C as licensed on a "per copy" basis, except as provided in Section 3(e) of the Agreement, IBM agrees to pay MS the applicable royalty rates set forth in the applicable Exhibit C for each unit of Product licensed or distributed by IBM.

   (ii) In addition, except as provided in Section 3(e) of the Agreement, IBM agrees to pay MS the Localization Additional Royalty specified in Exhibit(s) C for each unit of non-US English version of the applicable Product distributed or placed in use by IBM.

   (iii) Where multiple "Releases" (i.e., Update Releases, Version Releases or Product Releases), language versions, or media versions (e.g., MS-DOS and MS-DOS ROM) of a Product are licensed for the same Customer Systems, IBM may distribute only one copy of Product software and/or Recovery CD in addition to one copy of Preinstalled Product Software in one language (except as otherwise provided) and Release for use on each such Customer System. IBM shall pay MS the royalty applicable to the Release and language version shipped. Any Designated Customer System licensed on a per system basis for more than one Update Release or Version Release of a Product, but distributed without Product, shall bear the base royalty for the most recent Release of Product licensed."

6. Section 6 of the Agreement is hereby amended to include the following Section 6(e):

   "(e) (i) IBM shall not advertise or otherwise market the Products as separate items or indicate that the Products are available other than as part of a Customer System, except as otherwise agreed. IBM shall not publish or otherwise mark a separate price for the Product(s) except as otherwise agreed. This shall not be construed to limit IBM's ability to advertise any Customer System available without Product and the same Customer System available with Product. In addition, this shall not restrict IBM from establishing a separate price to IBM's EIAA Third Party Installers (as may be referenced in Amendment #8 to this Agreement) for Product documentation, APM, or the Recovery CD media.
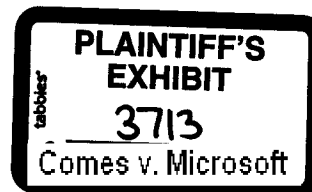
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(ii) IBM agrees that it shall not distribute the Product in encrypted form, except as otherwise specifically provided in this Agreement. Provided; however, that if MS authorizes distribution of Product in encrypted form by OEMs generally, then MS shall grant such rights to IBM.

7. The attached Exhibit C1 is hereby added to the Agreement.

8. The following shall apply to Exhibit C1 (Windows Desktop Family). For purposes of this Section, Windows "3.xx" shall mean Windows "3.1" and Windows "3.11" but shall not include: a) copies of Windows 3.xx provided under the dual installation option provisions of this Agreement; b) copies of Windows 3.11 licensed as replacements for Windows 95 under the "Additional License Copy" provisions of MS License Agreement M001-4028; or c) copies distributed with OS/2.

> If IBM's shipment of personal computer systems with Windows 3.xx are less than eight percent (8%) of IBM's total shipments of personal computer systems commencing September 1, 1996 until December 31, 1997, then:
>
>> a) The Five Million Dollars ($5,000,000.00) "Initiative Funds", or if IBM received a portion of the Initiative Funds pursuant to subparagraph "c)" below, Two Million Five Hundred Thousand Dollars ($2,500,000.00) of the Initiative Funds, currently held in an escrow account will be paid by MS to IBM on or before January 31, 1998; and
>>
>> b) IBM will receive a Six Dollar ($6) rebate for every unit of Windows 3.11 shipped commencing September 1, 1996 until December 31, 1997. Such rebate shall be paid by MS to IBM on or before January 31, 1998.
>
> If, however, IBM's shipment of personal computer systems with Windows 3.xx are less than twelve percent (12%) of IBM's total shipments of personal computer systems over the period September 1, 1996 to December 31, 1996 then:
>
>> c) Two Million Five Hundred Thousand Dollars ($2,500,000.00) of the total Five Million Dollars ($5,000,000) "Initiative Funds" currently held in an escrow account will be paid by MS to IBM on or before January 31, 1997.
>
> IBM waives any and all claims to any Initiative Funds not earned by IBM pursuant to this Additional Provision.

The royalty rate for Windows 3.1 shall not be modified by Exhibit C1(Windows Desktop Family).

9. The attached Attachment 3 to Exhibit C1 (Discounts Earned Pursuant to Market Development Agreement(s)) is hereby added to the Agreement.

10. The attached Exhibit C2 is hereby added to the Agreement. The attached Exhibit C3 is hereby added to the Agreement.

11. Exhibits C1 (Windows 95 (for MDA Accounts)), and C2 (Windows 95 Upgrade), C3 (Windows 95 Upgrade) shall terminate September 01, 1996. Attachment 1 to Exhibit C1 (Product Recovery CD Option) shall remain in effect and shall only apply to the Windows 95 Product.

12. The following is hereby added to Section 4 of the Agreement:

"MS will investigate in good faith whether or not Product will support, without any degradation in function or performance, the transition from the year 1999 to the year 2000, and shall report back to IBM in writing prior to December 31, 1996, a summary of the results of such investigation."

13. IBM's license rights to install Desktop Operating System products in dual installation form on Customer Systems under Attachment 2 to Exhibit C1 (Windows 95 Dual Installation Option) shall terminate March 31, 1997. IBM shall cease use of the tangible forms of the dual installation set up utilities included in the OPK on March 31, 1997. IBM's distribution rights shall continue after March 31, 1997 with respect Customer Systems on which such dual installation has occurred on and prior to March 31, 1997.

14. The attached Exhibit D is hereby added to the Agreement. Exhibit D shall apply only to Products licensed in accordance with those Exhibit(s) C to the Agreement which do not contain a "IBM Brand Names and Trademarks" Section, if any.

15. The attached Exhibit F is hereby added to the Agreement.

16. Exhibit N of the Agreement is hereby amended and replaced with the attached Exhibit N.

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17. The term of the Agreement is hereby extended until September 30, 1997 and may, at IBM's option and prior notice to MS, be extended until December 31, 1997.

18. Except for the express modification to the royalty rates under: a) the License Agreement for Microsoft MS-DOS 6.0 and Microsoft Enhanced Tools for MS-DOS 6.0 dated March 12, 1993 (IBM Contract #P93141) for the MS-DOS 6.0 and Enhanced Tools for MS-DOS

6.0 Products described therein and, b) the License Agreement for Microsoft Windows and Microsoft Windows for Workgroups dated January 1, 1994 (MS License #M001-4028) for the Windows 3.11, Window for Workgroups 3.11, and Windows NT Workstation Version 3.51 (Intel Compatible Systems only) Products described therein, all other terms and conditions of such agreements shall remain in full force and effect and continue to apply to the products described therein; and this Amendment and the Agreement shall in no way alter, modify, amend, apply to, supersede, or in any way affect either party's rights or obligations under any other agreements executed by the parties, including without limitation any agreements pursuant to which IBM is licensed for Windows 3.1 and/or MS-DOS.

19. Notwithstanding anything to the contrary in the Agreement (including Exhibits), the following shall apply to Product acquired from Authorized Replictor(s).

(a) IBM shall acquire all components of each unit of Product to be distributed with a Customer System (i.e., APM, Product end user documentation, and Product software on external media, as applicable) from a single Authorized Replicator and in a single package or stock keeping unit. Provided, however, this shall not preclude IBM from acquiring separate units of Product from multiple Authorized Replicators.

(b) All orders placed with Authorized Replicators, and payments to the Authorized Replicators, shall be made by IBM or IBM Subsidiaries. Shipments by Authorized Replicators may be delivered only to locations owned or controlled by IBM, IBM Subsidiaries or, if applicable, Third-Party Installers or other locations approved by MS pursuant to this Agreement.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement. All terms and conditions of the Agreement, including its Amendments, Attachments, and Exhibits shall remain in full force and effect except as modified hereby.

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

MICROSOFT CORPORATION

By (Signature)

Name (Printed) _Ronald Hosoi_

Title _DIRECTOR, OEM_

Date _AUG 19, 1996_

INTERNATIONAL BUSINESS MACHINES CORPORATION

By (Signature)

Name (Printed) _S. C. Martson_

Title _V.P. of Procurement_

Date _8-16-96_

EXHIBIT C1
WINDOWS DESKTOP FAMILY
Effective September 1, 1996

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Per System Royalty *	Per Copy Royalty *	Localization Additional Royalty	Added by Amendment Number
1. Windows Desktop Family:		(a)	Royalty:	Royalty:		
A. Windows ® 95 operating system, OR	All languages as made available by MS	(a), (b), (c), (f)	US$62.00	US$72.75	US$6.00	
B. MS-DOS ® operating system Version 6.22 and Enhanced Tools for MS-DOS ® Version 1.0 and Windows ® operating system Version 3.11, OR	All languages as made available by MS	(a), (c), (f), (i), (j)	US$57.00	US$67.75	US$6.00	
C. MS-DOS ® operating system Version 6.22 and Enhanced Tools for MS-DOS ® Version 1.0 and Windows ® for Workgroups operating system Version 3.11, OR	All languages as made available by MS	(a), (d), (f), (i), (j)	US$57.00	US$67.75	US$6.00	
D. Windows ® operating system Version 3.11, OR	All languages as made available by MS	(a), (c), (f), (h), (i)	US$40.00	US$45.00	US$4.00	
E. Windows ® for Workgroups operating system Version 3.11, OR	All languages as made available by MS	(a), (d), (f), (h), (i)	US$40.00	US$45.00	US$4.00	
F. Windows NT ® Workstation Version 3.51 and Version 4.0 upon availability from MS (x86/Pentium™ compatible version)	All languages as made available by MS	(a), (c)(only applies to Version 4.0), (f), (g), (i)	US$127.00	US$147.75	US$12.00	
			Estimated Monthly Volume for Windows Desktop Family: 300,000			

2. MS-DOS® operating system Version 6.22	All languages as made available by MS	(c), (e), (f), (j)	Royalty US$16.50	Royalty US$20.25	US$2.00	.

3. Enhanced Tools for MS-DOS® 6.22 Version 1.02	All languages as made available by MS	(c), (e), (f), (j)	Royalty US$2.00	Royalty US$2.00	US$0.50	.

* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table and the Product is indicated as licensed for one or more Customer System(s) in the Customer System table of this Exhibit C.

** Language Version Key: A = Arabic, BP = Portuguese (Brazil), CE = Cyrillic Enabled, CH = Traditional Chinese, CZ = Czech, D = German, DA = Danish, DU = Dutch, E = Spanish, EE = Eastern and Central European, EN = USA English, F = French, FF = France's French, FI = Finnish, HAN = Hangeul, HB = Hebrew, HUN = Hungarian, I = Italian, J = Japanese, N = Norwegian, P = Portuguese, PE = Pan European English, POL = Polish, PRC = PRC Simplified Chinese, RU = Russian, SL = Slovenian, SW = Swedish, TH = Thai, TR = Turkish, Z = International English. In addition to the language versions specified in the Product table above, IBM may receive Product Deliverables for the licensed Product in available language versions listed in the Language Key (except CH, HAN, J, and PRC which may only be added by amendment) by sending a written request to the attention of OEM Accounting Services at the address listed in Exhibit N for royalty reports.

ADDITIONAL PROVISIONS KEY
(Note: Only those Additional Provisions applicable to licensed Product(s) appear. Additional Provisions only apply to those Products specified. Section lettering may not be consecutive.)

(a) (1) A Customer System shall be designated by IBM pursuant to the Customer Systems section of this Exhibit C as licensed for one (1) and only one (1) of the Windows Desktop Family Product Combinations or Products (i.e., A or B or C or D or E or F) and IBM may distribute the one (1) designated Product combination or Products (i.e., A or B or C or D or E or F) with each licensed Customer System. IBM's report shall separately indicate the number of each such Product or combination (A, B, C, D, E, or F) that IBM distributes. If a Customer System is licensed for one (1) of the Windows Desktop Family Products on a per system basis, then IBM shall only be obligated to pay the applicable per system royalty for the particular Product (i.e., A or B or C or D or E or F) that is actually distributed with the Designated Customer System. In the event that a Designated Customer System which is licensed for one (1) of the Windows Desktop Family Product is distributed without the licensed Products (i.e., A or B or C or D or E or F), IBM shall pay the applicable per system royalty for the Product Combination or Product (i.e., A or B or C or D or E or F) for which the Customer System was Designated. Customer Systems which have previously qualified as Designated Customer Systems for one of the Windows Desktop Family Products (i.e., A or B or C or D or E or F) as of the Effective Date of this Amendment, shall be deemed Designated Customer Systems for the same one (1) Windows Desktop Family Product Combination or Product under this Exhibit C.

(2) If in any five consecutive monthly reporting periods, IBM's reported shipments of the applicable Designated Customer Systems (for Product licensed on a per system basis) and Product (for Product licensed on a per copy basis) on average are twenty percent (20%) or more below IBM's estimated monthly volume specified in the Windows Desktop Family portion of the Product table in Exhibit C1, IBM and MS shall negotiate an increase in the royalty rate(s) for such Windows Desktop Family to reflect IBM's lower shipment volumes. If, for any reason, MS and IBM are unable to agree upon new royalty rate(s) within thirty (30) days after the date IBM's royalty report is due for the fifth such low-volume month, IBM's royalty rate(s) for each Product included in the volume estimate shall increase by the lesser of: (a) MS' then current OEM royalty rate increase amount based on the monthly average of actual IBM shipments over the estimated volume period; or (b) twenty percent (20%). Such increased royalty rate(s) shall be in effect for the remainder of the term of the Agreement commencing with the monthly reporting period following the fifth low-volume month. Provided, however, that if IBM's reported monthly average volume returns to or exceeds the original estimated monthly volume for any three (3) consecutive months thereafter, IBM's royalty rate(s) shall be restored to the rate(s) specified in the Product table in the applicable Exhibit C commencing with the monthly reporting period following such three (3) consecutive months.

(b) Notwithstanding anything to the contrary that may be contained in the OPK User's Guide or in this Agreement including this Exhibit C, the following shall apply to Windows 95 and/or Windows NT Workstation 4.0, if licensed under the Agreement:

(1) With respect to IBM Customer System models first distributed after April 15, 1997, IBM is not licensed to, and agrees that it will not, modify, in any way, or delete any aspect of the Product software (including, without limitation, any features, shortcuts, icons, "wizards", folders (including sub-folders) or programs of Product software) as delivered by MS in the Product Deliverables, except if and as specifically permitted below or in the OPK User's Guide ("OPK") provided in the Product Deliverables. In particular, and without limitation, this means that IBM is not licensed to and agrees that it will not:

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(A) Modify or obscure, in any way, the sequence or appearance of any screens displayed by the Product software as delivered by MS from the time the Customer System completes BIOS processing after being switched on by the end user and transfers control to the Product software loaded from the hard disk ("End User Boot") until the time that the "Welcome to [Product name]" program has been run and closed by the end user and the Customer System displays the Product software "desktop" screen defined in the OPK ("Desktop Screen").

(B) Except as provided in (C), display any content (including visual displays or sound) from End User Boot through and including the time that the Customer System has displayed the Desktop Screen.

(C) Modify or obscure, in any way, the appearance of the Desktop Screen (including without limitation, the addition or modification of background wallpaper bitmaps displayed upon End User Boot); provided, however, that IBM may add icons or folders to the Desktop Screen provided that any such icons are the same size and substantially similar shape as icons included on the Desktop Screen as delivered by MS and that any such folders are the same size, shape and appearance as folders included on the Desktop Screen as delivered by MS.

(D) Use any portion of Product software to enable any programs or other content to run or appear prior to End User Boot.

(E) Configure any programs (including without limitation any "shells", "screen savers" or "welcome" scripts), "wizards" or other content to be enabled, run or initialized automatically (i.e. without requiring a deliberate act of the end user) from an icon or folder on the Desktop Screen or from the "Start" Menu of the Desktop Screen or otherwise. By way of example only, and without limiting the generality of the foregoing, IBM agrees that it shall not (1) populate with any programs or other content the Product software "Start-up" directory (i.e., "Windows\Start Menu\Programs\StartUp" folder for Windows 95, or "%windir%\profiles\<user(s)>\Start Menu\Programs\Startup" folder for Windows NT Workstation) or (2) populate the config.sys, autoexec.bat, win.ini, system.ini, boot.ini, system.dat or user.dat files in any manner which will cause any program or content to run or load automatically upon End User Boot, except for device drivers necessary to support preinstalled or preconfigured hardware devices (e.g., network cards, printers, etc.). Notwithstanding the foregoing, with respect solely to Customer Systems offered exclusively to large corporate accounts by IBM, upon the specific written request by a large corporate account customer as evidence by the completion and return of a request form or card, IBM may interrupt the End User Boot to launch its current network adapter detection and installation program. IBM will maintain on file all request forms submitted by its large corporate account customers for review and audit by MS pursuant to Section 14 of the Agreement.

(F) Modify or add content to any directories installed by the Product software, except as permitted in the OPK for preinstallation of applications by IBM.

(2) IBM agrees that it will preinstall and begin shipment of the most current licensed release of Product (i.e., Version Release, Update Release or Supplement) on all Customer System models first distributed with the Product on or after the one-hundred and twentieth (120th) day (or an earlier date, at IBM's option) following MS' shipment of the corresponding OPK or OPK Supplement for such release; provided that if shipment of the OPK or OPK Supplement from MS occurs between September 1st and October 31st of a given calendar year, IBM agrees that it will begin shipment of most current licensed release of Product no later than February 1st of the following year. Notwithstanding the foregoing, if MS ships more than eight (8) OPKs or OPK Supplements for different language versions of a release of Product during any thirty (30) day period, then with respect to those OPKs or OPK Supplements in excess of eight (8), the one hundred and twenty (120) day period shall be extended to one hundred and fifty (150) days from MS' shipment of the last of such OPKs or OPK Supplements (in excess of eight (8)) received during the thirty (30) day period. OPK Supplements will be designated as such by MS in writing. MS shall use commercially reasonable efforts to provide IBM with reasonable advance notice of MS' planned rollout of any OPK or OPK Supplement.

(3) If IBM enters registration information on behalf of end users in the boxes provided for the on-screen end user registration process for the Product software, IBM shall not enter its own name or make any other false or fictional registrations. IBM may not (i) relieve end users of their obligations to enter Certificate of Authenticity ("COA") registration numbers in the on-screen end user registration process and to reply to on-screen end user license agreement inquiries or (ii) insert COA registration numbers or reply to end user license agreement inquiries for or on behalf of end users.

(4) If and only if IBM 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, then if provided by MS, IBM shall also preinstall the Microsoft Create System Disk Tool together with the back-up diskette images ("CAB" files) 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. IBM may not distribute, use, or authorize the use of the tangible forms of the Microsoft Create System Disk Tool or diskette images except as provided in this Additional Provision or as specified in the OPK.

(5) Notwithstanding anything to the contrary contained in the definition of "Product Release" in this Agreement, Windows 95 (and any subsequent releases of Windows which may be designated by a change in the calendar year -- e.g., Windows 96, 97, 98, etc.) shall be deemed to be a Product Release.

(6) Any EULA for the Product distributed by IBM must be substantially similar to the on screen EULA presented to the end user during Product setup.

(7) Windows 95 includes Microsoft At Work fax transmission software, Remote Access Service, and Remote Procedure Calls, each of which provide methods for stand-alone and networked computers to send and receive 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, Windows 95 has been designed to disable the security in each of these features when the default locale assigned during installation is France.

(c) (1) Notwithstanding anything to the contrary contained in the Agreement, IBM may distribute this Product only with Customer Systems which are marketed and distributed under IBM's or IBM Subsidiaries' brand names and trademarks. The Products licensed under this Exhibit C may not be distributed with Customer Systems which are marketed or distributed under any third party brand names or trademarks.

(2) IBM shall pre-install the Product as the "default" operating system on each Customer System distributed with the Product (i.e., the Product will set up and execute unless the user configures the Customer System otherwise) except for ten percent (10%) of all Customer Systems distributed with Product provided that IBM identifies such excepted Customer Systems separately on its royalty reports by category (e.g. "Open Bay", "Ready to Configure", Customer Systems distributed to a particular country or commercial account, etc.) . IBM 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"). IBM may use the tangible forms of the programming code (tools and software) 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, IBM shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance.

(3) Shipments of (i) MS-DOS, and Enhanced Tools licensed hereunder on an individual Product basis, or (ii) of Customer Systems licensed solely for such Products on an individual Product basis, shall not be included in the calculation of IBM's shipments for purposes of determining the Estimated Monthly Volume(s) for Windows Desktop Family Products in the Product table above. Accordingly, shipment of such Products and Customer Systems shall not be included in the calculation of shipments necessary to maintain the current royalty rate(s) in accordance with Additional Provision (a)(2) above.

(4) [intentionally left blank]

(5) If the same Customer System is licensed on a per system basis for both the Windows Desktop Family and for individual operating system Product(s) (e.g., MS-DOS) in this Exhibit C. IBM shall be relieved of its obligation to pay the royalty for the individual operating system Product(s) provided that (i) IBM does not ship both the individual operating system Product(s) and the Windows Desktop Family with such Customer System; and (ii) IBM reports and pays MS the royalty due for Windows Desktop Family Product(s).

(6) Except as provided in Attachment 2 to Exhibit C1 (Windows 95 Dual Installation Option) IBM may not (i) distribute both Windows 95 and any other MS operating system Product with the same Customer System; (ii) distribute both Windows NT Workstation and any other MS operating system Product with the same Customer System; or (iii) distribute both Windows and Windows for Workgroups with the same Customer System.

(7) Notwithstanding anything to the contrary contained in Section 2, IBM must distribute Product documentation with each Customer System distributed with Product software. A COA must be affixed to or accompany each copy of Product documentation. In the event that MS changes this requirement for its OEMs generally, MS shall change this requirement for IBM.

(d) 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.

(e) (1) The PRC language version of the Windows operating system Product is version 3.2. 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.

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

(3) The PRC language versions of Windows and 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 PRC language version of this Product is available.

(f) (1) Notwithstanding anything to the contrary in Sections 2 and 6 of the Agreement, IBM may install one or more language versions (listed in the Language Version box above) of Product software with each applicable Customer System provided that IBM complies with the following restrictions.

(i) IBM may distribute such multiple language versions of Product software only in the form of Preinstalled Product Software. IBM may distribute only one backup copy of Product software in one language version for use on each such Customer System;

(ii) IBM shall use the MS set-up utility included in the Product Deliverables which allows the end-user to choose one, and only one, language version of Product for the Customer System;

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

.(iv) IBM shall use commercially reasonable efforts to indicate to end-users, including in multiple language version advertising and on Customer System packaging, that end-users shall have access to one language version only.

(2) IBM shall indemnify and defend MS from and against all damages, costs, and attorney fees arising from claims or demands awarded against MS (or settlements to which IBM consents) based on any advertisements or other representations made by IBM that the end user is entitled to more than one language version of the Product or that any such advertisements or other representations are otherwise false and/or misleading with respect to the one-time language selection feature, provided IBM is notified promptly in writing of the claim and has sole control over its defense and settlement and MS provides reasonable assistance in the defense of the same.

(3) IBM's report shall separately indicate the number of Customer Systems distributed with each combination of language versions of Product.

(4) Provided IBM complies with all terms and conditions of this Agreement, including this Additional Provision (f), for purposes of the royalty calculation provisions of Section 3, preinstallation of multiple language versions of Product performed in accordance with the instructions for multiple language installation provided in the OPK shall constitute "one language" version. In such event, IBM shall pay the highest single royalty applicable to the language versions of the Product distributed.

(5) If IBM does not comply with all of the requirements stated above, in addition to any other remedies MS may have, IBM shall pay MS the applicable royalty for each language version of Product software included with the Customer System.

(g) (1) Notwithstanding anything to the contrary, IBM's license for this Product shall extend to Windows NT Workstation version 4.0, if such version is released by MS to other OEM customers generally during the term of the Agreement.

(2) In order to support end-users of Windows NT Workstation Version 4.0, IBM agrees to employ at least one support technician who has successfully completed, at IBM's expense, the Microsoft Certified Professional program for this Product.

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

(4) [intentionally left blank]

(5) As of the Effective Date of Amendment No. 7, MS contemplates two stock keeping units ("SKUs") for Windows NT Workstation version 4.0 Product: (1) a SKU licensed for use on Customer Systems with one (1) or two (2) microprocessors ("1-2 Processor SKU") and (2) a SKU licensed for use on Customer Systems with up to four (4) microprocessors ("2-4 Processor SKU"). The royalty rates specified in the Product table apply to the 1-2 Processor SKU. The royalty for the 2-4 Processor SKU shall be 2.5 times the royalty for the 1-2 Processor SKU. "Microprocessors" shall mean the number of microprocessors distributed by IBM in a symmetric multiprocessing configuration but shall exclude math, graphics, video, or other specialized co-processors.

(h) If the same Customer System is licensed on a per system basis for both Windows and Windows for Workgroups on a per system basis, IBM shall be relieved of its obligation to pay the royalty for Windows provided that (i) IBM does not ship both Windows and Windows for Workgroups with such Customer System; and (ii) IBM reports and pays MS the royalty due for Windows for Workgroups

(i) The parties' rights and obligations with respect to Windows 3.11, Windows for Workgroups 3.11, and Windows NT Workstation (for Intel compatible systems), except for royalty rates (which shall be governed by this Exhibit C effective September 1, 1996), shall be governed by Microsoft Contract # M001-4028 ("License Agreement for Microsoft Windows and Microsoft Windows for Workgroups between Microsoft Corporation and International Business Machines Corporation") dated January 1, 1994.

(j) The parties rights and obligations with respect to MS-DOS 6.0 and Enhanced Tools for MS-DOS 6.0, except for royalty rates (which shall be governed by this Exhibit C effective September 1, 1996), shall be governed by IBM Contract # P93141 (License Agreement for Microsoft DOS 6.0 and Microsoft Enhanced Tools for MS DOS 6.0) dated March 12, 1993.

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CUSTOMER SYSTEMS

IBM's Customer Systems shall be the assembled computer systems described in the table below which (i) are configured for use only by a single user (this configuration shall not preclude access by other users over a network/dial-in line via use of networking features in the Product. The foregoing language will not alter or supersede the terms of the applicable EULA for the Product), (ii) are designed to use a video display and keyboard and/or other input/output devices; and (iii) include at least a CPU, a motherboard, a power supply, a hard disk drive (except if the Product software is installed in ROM and except for "Open Bay" systems - a computer system that would otherwise qualify as a Customer System but does not include a hard disk drive - and subject to Additional Provision (c)(2)), and a case.

Each Customer System must have a unique model line name, model name, or model or serial number which IBM uses both internally (in IBM's books and records) and externally (on the Customer System case or packaging). All Customer Systems described below shall be deemed licensed on a "Per System" basis and shall be deemed Designated Customer Systems. IBM may add Designated Customer Systems to this Exhibit by giving written notice of such additional Customer System to MS and the applicable Product for which the Designated Customer System shall be licensed on a per system basis. IBM shall use best efforts to provide such notice prior to IBM's initial shipment of the Customer Systems for revenue, and in any event within thirty (30) days of the first shipment of the Customer System by IBM or its Third Party Installers (as may be referenced in Amendment #8 to this Agreement) for revenue. IBM may convert a

Customer System licensed on a "Per Copy" basis to a Customer System licensed on a "Per Syst... basis by giving MS written notice of IBM's desire to convert the Customer System from "Per Copy" to "Per System". JBM's notice to convert a Customer System from "Per Copy" to "Per System" shall be effective from the first day of the next monthly reporting period. IBM may convert a Designated Customer System licensed on a "Per System" basis to a Customer System licensed on a "Per Copy" basis by giving MS written notice of IBM's desire to convert the Customer System from "Per System" to "Per Copy". IBM's notice to convert a Customer System from "Per System" to "Per Copy" shall be effective from the first day of the next monthly reporting period. Notwithstanding the foregoing, once a Customer System has been added to this Exhibit as a Designated Customer System, or IBM has converted a Customer System from Per System to Per Copy, by amendment or the notice procedure described above, a Customer System shall remain a Designated Customer System or a Customer System licensed on a Per Copy basis, as applicable, for a minimum of six consecutive monthly reporting periods. Provided a "per copy" royalty rate is listed for the Product in the table above, if IBM distributes this Product with a computer system which is not listed as licensed for this Product for distribution with a Designated Customer System, 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 IBM agrees to comply with all of the terms and conditions of this Agreement with respect to any such distribution of Product.

Designated Customer Systems shall be identified by family name (e.g.: Aptiva, Commercial Desktop, ThinkPad and successor/replacement families) or model or serial number. At IBM's option, for purposes of administrative convenience, IBM may designate models by model line or series, 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.).

Product Number Key: 1 = Windows Desktop Family; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2

Model Name or Model Number	Processor Type	Product Number							
		1	2	3	4	5	6	7	8

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* If Royalty/Basis, Language Version(s), and Maximum Number of Units of Product are not specified for a particular Product in the table below, then such Product is not licensed under this Agreement.

** Language Key: D = German, E = Spanish, EN = English, FR = French

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Royalty/Basis *	Non-English Additional Royalty	Maximum Number of Units of Product *	Added by Amendment Number
Windows NT® Workstation Upgrade Version 4.0	EN, D, E, FR,	(a), (b), (c), (d), (e), (f), (g), (h)	US$55.00 per copy	US$6.00	35,000	

ROYALTY CALCULATION, ORDER, AND PAYMENT

Notwithstanding anything to the contrary contained in Section 3 of the Agreement, the following royalty calculation, order and payment terms shall apply to this Product

1. IBM agrees to pay MS the royalty rates set forth above for each unit of Product ordered by IBM.

2. In addition, IBM agrees to pay MS the Non-English Additional Royalty specified above for each full or partial unit of Non-English versions of Product ordered by IBM. Non-English versions are provided if and when available.

3. IBM may order no more than the Maximum Number of Units of Product indicated in the Product Table above.

4. IBM shall prepay to MS the royalties due for each unit of Product in advance of each order placed with the Authorized Replicator by wire transfer in accordance with the royalty payment information specified in Attachment 1 hereto. IBM shall identify the quantity of each language version of Product to be ordered when making payment. Each payment must be for a minimum of one hundred (100) units of Product. Royalties exclude any charges by Authorized Replicator for units of Product ordered by IBM. IBM must make Product order prepayments for a given language version of Product before the Product Distribution Expiration Date specified for such language version specified in the Product Upgrade Program Schedule below.

PRODUCT UPGRADE PROGRAM SCHEDULE

The current Product Upgrade Program Schedule is set forth in the table below for each language version of the Product. MS may, in its sole discretion, extend the Product Upgrade Program Schedule for one or more of the language versions of Product on written notice to IBM.

Language Version of Product	English	French, German, & Spanish
Product Distribution Expiration Date	December 31, 1996	December 31, 1996

ADDITIONAL PROVISIONS KEY

(a) IBM agrees that it will not distribute Product until MS advises its OEM customers generally that Customer Systems with Windows NT Workstation Version 4.0 may be distributed.

(b) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, IBM shall distribute the Product only in the form/packaging available from the Authorized Replicator.

(c) For purposes of this Exhibit C, "Customer System" shall mean IBM computer systems which IBM can conclusively establish: (i) were distributed with a specific language version of Windows NT Workstation Version 3.51 ("Prior Product") prior to the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule above in compliance with a valid OEM license agreement between IBM and MS; and (ii) were marketed and distributed under IBM's or IBM Subsidiaries' (and not any third party's) brandnames and trademarks.

(d) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, IBM may distribute the Product only as an "upgrade" provided by IBM separate from a Customer System directly (without use of dealers or other intermediaries; provided, IBM may use an Authorized Replicator to fulfill Product distribution to end users) to an existing authorized end-user of the Prior Product on a Customer System.. IBM's license to distribute each language version of the Product under this Exhibit C shall expire on the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule above.

(e) IBM shall acquire the Product through one Authorized Replicator of IBM's choice. IBM shall notify MS of the Authorized Replicator through which IBM will acquire the Product prior to placing the first order for Product.

(f) This Product may only be distributed to end user customers located within the geographical boundaries of the United States of America, Canada and Europe.

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

(h) All marketing or promotion of the Product shall be targeted exclusively to end users of Customer Systems, as defined in this Exhibit C. IBM shall insert coupons or other promotional materials to offer the Product to end users inside packages of Customer Systems. IBM shall ensure that such coupons or materials expire not later than the Product Distribution Expiration Date set forth in the Product Upgrade Program Schedule above. IBM shall distribute the Product only to those end users who request the Product to be provided.

WINDOWS NT WORKSTATION UPGRADE VERSION 4.0-- OEM PROGRAM ROYALTY PAYMENT INFORMATION

Please complete this form and fax to:

OEM Accounting Services
FAX: 206-936-_5298
PHONE: 206-882- 8080

US/Canada Contact: Jayne McKelvy
International Contact: Leanne Furugori

1). COMPANY Name: _____

2). License ID #:   _____

3). (a) Total Quantity this Order: _____

     (b) Quantity of Non- English Versions: _____

4). Payment amount: _____

5). Date of Payment: _____

6). MS Authorized Replicator: _____

7). Language version   _____

If IBM is a U.S.A. or Canada based COMPANY, payments shall be made by wire transfer to:

Microsoft Corporation
c/o First Interstate Bank of Washington
Seattle Main Branch
Seattle, WA
U.S.A.
ABA 125-000-286
SWIFT Code: FIWAUS66
Account # 001-025865

Regarding: Microsoft OEM Upgrade Order Prepayment

If IBM is based outside the U.S.A. and Canada, payments shall be made by wire transfer to:

Microsoft Corporation
c/o Citibank N.A.
399 Park Avenue
New York, NY 10043
U.S.A.
ABA 021000089
SWIFT Code: CITIUS33
Account # 38468231

Regarding: Microsoft OEM Upgrade Order Prepayment

IBM agrees to ensure that the regarding line stated above, the MS license agreement number for the Agreement, and the MS invoice number (if any) are specified on each wire transfer payment made pursuant to the Agreement.

Microsoft internal use only:
Accounting Services document control number: _____

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EXHIBIT C3
WINDOWS NT® WORKSTATION UPGRADE
(Per Copy)

* If Royalty/Basis and Maximum Number of Units of Product are not specified for a particular Product in the table below, then such Product is not licensed under this Agreement.

** Language Key: J = Japanese PC AT version

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Royalty/Basis *		Maximum Number of Units of Product *	Added by Amendment Number
Windows NT® Workstation Upgrade Version 4.0	J	(a), (b), (c), (d), (e), (f), (g), (h)	US$61.00 per copy		15,000	

ROYALTY CALCULATION, ORDER, AND PAYMENT

Notwithstanding anything to the contrary contained in Section 3 of the Agreement, the following royalty calculation, order and payment terms shall apply to this Product

1. IBM agrees to pay MS the royalty rates set forth above for each unit of Product ordered by IBM.

2. IBM may order no more than the Maximum Number of Units of Product indicated in the Product Table above and no more Units of Product than are reasonably required to upgrade Customer Systems distributed with the Prior Product identified below during the October 14, 1996 - March 31, 1997 period specified below.

3. IBM shall prepay to MS the royalties due for each unit of Product in advance of each order placed with the Authorized Replicator by wire transfer in accordance with the royalty payment information specified in Attachment 1 hereto. IBM shall identify the quantity of each language version of Product to be ordered when making payment. Each payment must be for a minimum of one hundred (100) units of Product. Royalties exclude any charges by Authorized Replicator for units of Product ordered by IBM. IBM must make Product order prepayments for the Product before March 31, 1997.

ADDITIONAL PROVISIONS KEY

(a) IBM agrees that it will not distribute Product until MS advises its OEM customers generally that Customer Systems with Windows NT Workstation Version 4.0 may be distributed.

(b) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, IBM shall distribute the Product only in the form/packaging available from the Authorized Replicator.

(c) For purposes of this Exhibit C, "Customer System" shall mean IBM computer systems which IBM can conclusively establish: (i) were distributed with the Japanese version of Windows NT Workstation Version 3.51 ("Prior Product") during the period beginning October 14, 1996 and ending March 31, 1997 in compliance with a valid OEM license agreement between IBM and MS; and (ii) were marketed and distributed under IBM's or IBM Subsidiaries' (and not any third party's) brandnames and trademarks.

(d) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, IBM may distribute the Product only as an "upgrade" provided by IBM separate from a Customer System directly (without use of dealers or other intermediaries, provided, IBM may use an Authorized Replicator to fulfill Product distribution to end users) to an existing authorized end-user of the Prior Product on a Customer System.. IBM's license to distribute the Product under this Exhibit C shall expire on March 31, 1997.

(e) IBM shall acquire the Product through one Authorized Replicator of IBM's choice. IBM shall notify MS of the Authorized Replicator through which IBM will acquire the Product prior to placing the first order for Product.

(f) This Product may only be distributed to end user customers located within the geographical boundaries of the United States of America, Canada, Europe and Japan.

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

(h) IBM shall not advise end users of, nor advertise the availability of, the Product to end users prior to October 7, 1996. All marketing or promotion of the Product shall be targeted exclusively to end users of Customer Systems, as defined in this Exhibit C. IBM shall insert coupons or other promotional materials to offer the Product to end users inside packages of Customer Systems on or after October 14, 1996. IBM shall ensure that such coupons or materials expire not later than March 31, 1997. IBM shall distribute the Product only to those end users who request the Product to be provided.

WINDOWS NT WORKSTATION UPGRADE VERSION 4.0--
OEM PROGRAM ROYALTY PAYMENT INFORMATION

Please complete this form and fax to:

OEM Accounting Services
FAX: 206-936-5298
PHONE: 206-882-8080

US/Canada Contact: Jayne McKelvy
International Contact: Leanne Furugori

1). Company Name: _____

2). License ID #:   _____

3). (a) Total Quantity this Order: _____

     (b) Quantity of Non- English Versions: _____

DISCOUNTS EARNED PURSUANT TO MARKET DEVELOPMENT AGREEMENT(S)

(a) This Attachment does not entitle IBM to receive the discounts described herein. Such discounts must be earned pursuant to a current valid Market Development Agreement or Market Development and Support Agreement ("MDA") between MS and IBM.

(b) [intentionally left blank]

(c) IBM has been recognized as having earned a discount effective January 1, 1996 of US$ 14.50 ("MDA-95 Discount") under its "Windows 95-Based PC Market Development Agreement" (the "Windows 95 MDA") with MS.

(d)   Under the terms of the Windows 95 MDA, the MDA-95 Discount is effective for one (1) year. As consideration for IBM's continued performance under the MDA Milestones set forth in the Windows 95 MDA and subject to the conditions stated in this Attachment, MS shall extend the effective term of the MDA-95 Discount through December 31, 1996.

(e)   The MDA-95 Discount shall be applied to IBM's royalty rates under the Agreement as follows:

(1) For Exhibits C effective commencing September 1, 1996 which are entitled "Windows Desktop Family", IBM's royalty rate(s) for the Windows Desktop Family shall be calculated by the formula Royalty = S - D, where "S" is the royalty rate(s) listed in Product table of the Exhibit C and "D" is the MDA-95 Discount.

(2) After expiration of the MDA-95 Discount on December 31, 1996, IBM's royalty rates(s) shall be increased by the amount of the MDA-95 Discount, except as otherwise provided below.

(f)   In the event that IBM fails to continue to successfully perform any Milestone(s) which require continuous performance under the Windows 95 MDA, MS may terminate the portion of the MDA-95 Discount corresponding to such Milestone(s), and thereafter IBM's royalty rate(s) shall be increased by the amount of such terminated discount.

(g) The discount for the Products covered by the parties MDA dated March 1, 1996 (MS License No. M001-6135) ("MDA-96") shall be effective January 1, 1997.

(h)   The MDA-96 royalty discount shall be applied to IBM's royalty rates under the Agreement as follows:

(1) For Exhibits C which are entitled "Windows Desktop Family", IBM's royalty rate(s) for the Windows Desktop Family shall be calculated by the formula Royalty = S - D, where "S" is the royalty rate(s) listed in Product table of the Exhibit C and "D" is the MDA-96 Discount.

(2) In the event that IBM fails to continue to successfully perform any Milestone(s) which require continuous performance under the MDA-96, MS may terminate the portion of the MDA-96 discounts corresponding to such Milestone(s), and thereafter IBM's royalty rate(s) shall be increased by the amount of such terminated discount.

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EXHIBIT D
BRAND NAMES AND TRADEMARKS

(This Exhibit D only applies to Products licensed in accordance with those Exhibit(s) C which do not contain a "IBM Brand Names and Trademarks" Section, if any)

IBM AND IBM SUBSIDIARIES BRAND NAMES AND TRADEMARKS

If IBM Customer Systems are marketed, licensed, or distributed under IBM's or IBM Subsidiaries' brand names and trademarks which do not include IBM's name, those brand names and trademarks must be listed below:

Brand Names & Trademarks

1.
2.

THIRD PARTY BRAND NAMES AND TRADEMARKS

If IBM Customer Systems are marketed, licensed, or distributed by a third party under brand names and trademarks which do not include IBM's name, those brand names and trademarks and model names used for the Customer Systems by a third party must be listed below. As provided in the applicable Exhibit(s) C, IBM may not distribute certain Products with IBM Customer Systems that are marketed or distributed under any third party brand names or trademarks

Brand Names & Trademarks	Customer System	Model Name Used by Third Party
1.		
2.		

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The purpose of this Exhibit is to set forth additional license rights and related restrictions which may apply to Supplement(s) as may be provided by MS from time to time. The actual additional license rights and related restrictions for each Supplement shall be identified in the "Supplement Addendum" for each such Supplement, which supplemental Addendum may include terms and conditions in addition to those listed below. The license rights shall be royalty-free and, except as specified in the applicable Supplement Addendum, shall be subject to the terms and conditions of the Agreement. IBM's license rights to Supplement(s) shall expire the earlier of: (i) termination or expiration of IBM's license rights to the Product to which the Supplement corresponds, or (ii) termination or expiration of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) IBM shall include with each copy of the Supplement a EULA addendum which shall be substantially similar to the sample

addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which IBM distributes the Supplement; and

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

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

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

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

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

(b).If the Supplement includes an on-line EULA provided by MS, the IBM EULA distributed with any such Supplement shall prevail over any such on-line EULA.

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

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

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

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

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

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

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

ATTACHMENT 1 TO EXHIBIT F

ADDENDUM TO THE MICROSOFT SOFTWARE LICENSE AGREEMENT
FOR _____

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

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

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IBM:

NOTICES:

_____
_____
_____
_____
Attn.: _____
Telephone: _____
Fax: _____

BILL TO:

_____
_____
_____
Attn.: _____

SHIP TO:

_____
_____
_____
Attn.: _____

IBM Support
telephone no.: _____

MS:

NOTICES:
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn.: Vice President, OEM Group

With copy to:
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn.: Law & Corporate Affairs
Fax: +1-206-936-7329

Other Correspondence:
OEM Sales
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.

Reports:

Royalty reports shall be made to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attention: OEM Finance
Fax: +1-206-936-5298

or to such other address as MS may specify from time to time.

Payments:

If IBM is a U.S.A. or Canada based IBM, payments shall be made by wire transfer to:

Microsoft Corporation
c/o First Interstate Bank of Washington
Seattle Main Branch
Seattle, WA
U.S.A.
ABA 125-000-286
SWIFT Code: FIWAUS66
Account # 001-025865

Regarding:
Microsoft OEM Collections

If IBM is based outside the U.S.A. and Canada, payments shall be made by wire transfer to:

Microsoft Corporation
c/o Citibank N.A.
399 Park Avenue
New York, NY 10043
U.S.A.
ABA 021000089
SWIFT Code: CITIUS33
Account # 38468231

Regarding:
Microsoft International OEM Collections

or to such other address or account as MS may specify from time to time. IBM agrees to ensure that the regarding line stated above, the MS license agreement number for the Agreement, and the MS invoice number (if any) are specified on each wire transfer payment made pursuant to the Agreement.