Microsoft

Agreement Summary:
OTHER AGREEMENT

Microsoft Licensing, Inc.

STANDARD?	AGREEMENT TYPE:	AGREEMENT #
Standard ____ Non-Standard _X_	MDA____ NDA____ Other: ___ License for Office Products ____	

NON-STANDARD FINANCIAL TERMS: YES____ NO _X_

WAS AGREEMENT APPROVED BY LEGAL? YES _X_. By _NancyV____ (Attach Email Stream) NO ___	IF AGREEMENT INCLUDES NON-STANDARD FINANCIAL TERMS. WAS DRAFT PRE-APPROVED BY OEM ACCOUNTING SERVICES? YES ____. By _____ (Attach Email Stream) NO ___

CUSTOMER #M0001

COMPLETE COMPANY NAME INTERNATIONAL BUSINESS MACHINES CORPORATION	
NOTICES & REQUESTS ADDRESS Gary Diogess IBM 3039 Cornwallis Road RTP, NC 27709	COMPANY SUBSIDIARIES LICENSED (List Names & Countries)
COMPANY PHONE #: 919-543-6125	COMPANY FAX #: 919-543-0391

EFFECTIVE DATE	TERM	MAXIMUM MDA DISCOUNT AMOUNT (if Applicable)	ESTIMATED REVENUE or MIN. COMMIT. FOR CURRENT FISCAL YEAR	TOTAL ESTIMATED REVENUE or MIN. COMMIT. FOR TERM
12/1/98	1 year		$10,000,000	$10,000,000

Account Manager Email Alias: Stephane	Subsidiary: USA	Subsidiary GM (If Applicable) Email Alias: RichardF

PRODUCTS LICENSED (if Applicable)

PRODUCT NAME, VERSION, & LICENSED LANGUAGES	PER COPY or PER SYSTEM	MONTHLY UNITS	ROYALTY RATE	PERCENTAGE DEVIATION FROM PGL	% Penetration *	# Naked Systems Licensed **
Office SBE 97 v2	Per system	7,500	$110	0%	N/A	0%

* Penetration Definition: Number of Systems Licensed for this Product divided by total system shipments of OEM.
** # of Naked System Licensed Definition: Number of systems licensed for the Product under this Agreement which were not previously licensed for any Microsoft product in the same category (e.g., operating systems).
*** Price Deviation shows percentage difference from current published standard price guideline for product at indicated monthly volume.

BRAND NAME(S) OF LICENSED SYSTEMS (If Applicable)(List Customer Brands and Third Party Brands):

IBM PC300

NON-STANDARD CONDITIONS* (List all Non-Standard Terms)

1. In the License Grant section, language is changed to match what is in the existing EMEA Office SBE license.
2. II.(c): the product distribution is limited to North America.
3. Additional provision (1)(e): no requirement for IBM to provide the end-user registration data.
4. Additional provision (7) and (67): references to the logo and the marketing material kit are removed as there is no logo and no marketing kit available.
5. Customer Systems table is replaced with language similar to DTOS.

*See attached for Non-Standard Edits By Section. (Account Manager: Attach Revision-Marked copy showing all changes.)

ACCOUNT MANAGER COMMENTS REGARDING THIS DOCUMENT (Account Manager, please provide details of transaction, reasons for non-standard changes to Agreement, etc. If lengthy, attach separate memo.)

LEGAL DEPARTMENT COMMENTS REGARDING THIS DOCUMENT (If Non-Standard):

SIGNATURES (Provide any comments in Comments section on page 1 of Agreement Summary or on reverse side):

ACCOUNT MANAGER (Verify that Summary is complete and correct and that all pages of Document have been proofread).	**ADMINISTRATIVE ASSISTANT** (If Applicable)
SUBSIDIARY GENERAL MANAGER (If Applicable)	**LEGAL DEPARTMENT**
GROUP MANAGER	**OEM DIRECTOR** (If Required)
VICE PRESIDENT (If Required)	**OEM ACCOUNTING** (If Non-Standard Financial Terms)
MICROSOFT LICENSING, INC.	
SIGN AND SEND ENCLOSED THANK YOU LETTER?	YES [ ] NO [X]