

SIGNED COPY

LICENSE AGREEMENT

for

MICROSOFT® MS-DOS

VERSION 5.0

Between

**MICROSOFT CORPORATION,
a Delaware Corporation,**

and

**ALPHA SYSTEMS LAB., INC.,
a California Corporation**

Microsoft Contract # 5711e-2091

MSC 00637788

**HIGHLY
CONFIDENTIAL**

10/03/91 0164L LE911420.046

11/08/91 LE913120.003

Plaintiff's Exhibit

5464

Comes V. Microsoft

RBC 003384

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 1st day of ^{April} January, 1992 ("Effective Date"), by and between MICROSOFT CORPORATION, a Delaware, U.S.A. corporation, ("MS"), and ALPHA SYSTEMS LAB., INC. a California corporation ("COMPANY").



The parties agree as follows:

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

(a) "COMPANY" shall include any subsidiary of COMPANY. A "subsidiary" is 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 subsidiaries' performance under this Agreement. COMPANY shall provide MS written notice of the name and address of each such subsidiary before the subsidiary exercises any rights under this Agreement.

(b) "EDS" shall mean Electronic Data Systems Corporation, the sole supplier of Customer Systems in Exhibit M1 and M2 to the Government under the contract specified in Exhibit G.

(c) "Customer System" shall mean the single user/single CPU computer system product(s) described in the Exhibit(s) M marketed and distributed under COMPANY's trademark(s) or product name(s).

(d) "Customer Motherboard" shall mean the single user/single CPU computer component(s) described in Exhibit M2 marketed and distributed under COMPANY'S trademark(s).

(e) "OnLine" shall mean MS' then standard electronic product support service offered to OEMs.

(f) "Product" or "Products" shall mean the MS software products described in the attached Exhibit(s) C, including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(g) "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].

(h) "Version Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the tenths digit in the Product version number [x.(x)x].

(i) "Update 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 right of the tenths digit(s) in the Product version number [x.x(x)].

(j) "Upgrade" shall mean a replacement copy of the Product provided to an existing end user of the Product on a Customer System. COMPANY shall establish a reasonable procedure to assure the return or destruction of any replaced Product. The packaging for Upgrade Product shall indicate that it is intended as an "upgrade" only (or similar wording) and not for use by a new customer. Copies of Product not strictly in conformance herewith shall not be considered Upgrade Product.

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2. LICENSE GRANT

(a) MS grants to COMPANY the following nonexclusive, worldwide license rights:

(i) to adapt the Product as necessary to enable it to execute on COMPANY's Customer System(s);

(ii) to reproduce and manufacture the Product in object code form; and

(iii) to distribute directly or indirectly and license the Product in object code form to end users, under the terms of COMPANY's end user license agreement.

(b) COMPANY's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4 and elects to distribute under this Agreement. Royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. COMPANY's license hereunder shall not extend to Product Releases.

(c) MS further grants COMPANY the right to modify, reproduce, publish and sell the Product documentation as a component of the Product, provided that COMPANY's modifications shall not render the Product documentation incomplete or inaccurate. COMPANY shall not translate the Product documentation.

(d) MS grants COMPANY the rights to ship unassembled Customer Systems in Exhibit M1 to EDS for assembly and distribution to the Government under contract specified in Exhibit G.

(e) COMPANY's rights hereunder shall not extend to Product source code unless Exhibit S1 is attached and executed.

(f) All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(g) COMPANY shall deliver to MS, in source and object form, any "adaptation code" it writes to enable the Product to execute on its Customer System(s), and COMPANY hereby grants MS a nonexclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting COMPANY.

(h) MS agrees to negotiate in good faith with COMPANY to license products not available to COMPANY under this Agreement at MS' then applicable price(s), terms and conditions.

3. PRICE AND PAYMENT

(a) COMPANY agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B and Exhibit(s) C. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein.

(b) In the event 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, duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's production, storage, licensing, sale, transportation, import, export or use of a Product. Such charges

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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. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due.

(c) Except where otherwise provided, COMPANY agrees to make quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. COMPANY's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and shall be signed by a duly authorized representative of COMPANY. COMPANY shall submit quarterly reports even if no royalties or other amounts are due for such quarter. COMPANY shall use the royalty reporting form attached as Exhibit R or other form as MS may provide from time to time.

(d) No royalty shall accrue to MS for copies of a Product (i) used solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; (iv) sample copies provided to MS under Section 7(f); or (v) provided as back-up copies to end users by COMPANY under Section 6(c)(ii).

4. ACCEPTANCE AND WARRANTY

(a) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each Product licensed hereunder, COMPANY shall either accept such Product or report deviations from specifications in writing. COMPANY is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If COMPANY does not report deviations from Product specifications within the thirty (30) day period, or if COMPANY ships the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product.

(b) If COMPANY reports any deviations from Product specifications prior to acceptance then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to COMPANY, COMPANY shall have thirty (30) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as COMPANY's sole remedy (i) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (ii) the correction period may be extended as may be agreed by the parties, or (iii) failing any agreement, COMPANY may reject the Product, and provided that COMPANY has rejected the first version of each released Product licensed under this Agreement, then COMPANY shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. COMPANY shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any release of any Product under this Agreement.

(c) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If COMPANY reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as COMPANY's sole remedy MS agrees to use reasonable efforts to correct such deviations. COMPANY's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section 4(c) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of an Update Release or Version Release with a higher version number which conforms to specifications as provided in Section 4(a).

(d) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement.

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(c) (i) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. COMPANY's EULA shall conform substantially to the Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product.

(ii) In the event COMPANY distributes Customer System(s) with Product installed on the Customer System hard disk or Read Only Memory, COMPANY shall package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the "break-the-seal" license agreement contained in the Product documentation. In the event COMPANY elects to install Product on the Customer System hard disk or Read Only Memory, COMPANY may provide a single copy of Product on diskette(s) to the end user for use as a pack-up copy.

(iii) The limitations of liability and remedies in COMPANY's EULA shall inure to the benefit of MS. COMPANY shall be the "Licensor" under its EULA.

(d) COMPANY shall not reproduce, duplicate, copy or otherwise permit the manufacture of Product software, documentation and packaging except on COMPANY premises by COMPANY employees, unless the following conditions are satisfied:

(i) COMPANY and its outside contractor enter into a written agreement ("Replication Agreement") that expressly provides that MS is a third party intended beneficiary of the Replication Agreement with rights to enforce such agreement, and that requires contractor:

- a) to comply with obligations identical to those imposed on COMPANY by Sections 7(a), 11(a), 11(b), 13 and 14, and
- b) to halt reproduction of the Product upon notice from COMPANY or MS of the termination or expiration of this Agreement, and
- c) to pay MS or COMPANY's attorneys' fees if COMPANY or MS employs attorneys to enforce any rights arising out of the Replication Agreement.

(ii) COMPANY guarantees its contractors' fulfillment of the applicable obligations imposed on COMPANY by this Agreement;

(iii) COMPANY indemnifies MS for all damages of any kind, without limitation, caused by a breach of the Replication Agreement by a contractor; and

(iv) COMPANY provides MS with a copy of the Replication Agreement prior to execution thereof.

7. INTELLECTUAL PROPERTY NOTICES

(a) COMPANY will cause to appear on the container and labels of each copy of Product, the copyright, trademark or patent notices for the Product that appear on the applicable release of the Product as provided to COMPANY pursuant to Section 2 hereof. COMPANY will not remove any copyright, trademark or patent notices that appear on the Product as delivered by MS. COMPANY shall cause to appear on the title page of each volume of its documentation, and at any other location where any copyright, patent or trademark notice appears, the MS and third party copyright, patent or trademark notices that appear in the release of Product documentation from which COMPANY's documentation is derived.

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(b) COMPANY shall market the Product only under the Product name(s) for such Product as appears on/in the applicable release of the Product as provided to COMPANY. COMPANY agrees to use the appropriate trademark, product descriptor and trademark symbol (either "TM" or "®" in a superscript), and clearly indicate MS' or applicable third parties' ownership of its 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 not, at any time, use any name or trademark confusingly similar to an MS or licensed third party trademark, trade name and/or product name and agrees that its use of such trademark(s), trade name(s) and/or product name(s) shall not directly or indirectly create in or for COMPANY any right, title or interest therein. COMPANY shall undertake no action that will interfere with or diminish MS' right, title and/or interest in MS' or licensed third party's trademark(s), trade name(s) or Product name(s).

(c) COMPANY's name and/or trademarks shall not be displayed in relation to the Product name in a manner which suggests that COMPANY's name and/or trademarks are part of the Product name. COMPANY agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks.

(d) COMPANY shall not use or display any MS logo in its materials or packaging.

(e) COMPANY shall not use or imitate the trade dress of MS products. COMPANY's name and/or trademarks shall be displayed on the packaging cover and title page of Product documentation and disk labels for the Product more prominently than the name "Microsoft."

(f) COMPANY shall submit five (5) copies of the Product in proposed and final finished goods form (including software, disk label(s), documentation and outside boxes) to MS for written approval at least thirty (30) days prior to distribution, which approval shall not be unreasonably withheld. COMPANY shall, upon request, provide MS samples of all COMPANY literature which uses Product name(s).

(g) COMPANY shall market each release of Product only under the version number assigned by MS to such release.

(h) COMPANY's Product documentation shall prominently advise end users that Product is supported by COMPANY and shall include COMPANY's (or other's) telephone support number for the Product.

(i) MS, at its own expense, will settle or defend and pay any damages, costs, and expenses, including reasonable attorneys' fees, resulting from any claim made against COMPANY by a third party for infringement or alleged infringement of the trademark, trade name or product name rights of such third party, or for unfair competition resulting from COMPANY's use of MS' trademarks, trade names or product names, in the countries listed in Section 5(d); provided, that COMPANY promptly notifies MS of any such claim. In meeting its obligations hereunder, MS may, without obligation to do so, procure for COMPANY the right to continue to use the trademark, trade name, or product name on the Product.

8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

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

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9. TERM OF AGREEMENT

Provided this Agreement has been properly executed by COMPANY and by an officer of MS, the initial term of this Agreement ("Initial Term") shall run from the Effective Date until the earlier of: (i) two (2) years from the end of the calendar quarter in which COMPANY's first shipment to a customer of any Product for revenue occurs; or (ii) two (2) years and six (6) months from the end of the calendar quarter in which the Effective Date occurs. COMPANY shall give MS written notice of the first date of shipment of any Product by COMPANY to a customer for revenue.

10. 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 either party fails to strictly comply with the provisions of Section 13 or makes an assignment in violation of Section 8; (iii) if COMPANY becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by COMPANY; or (v) if such a petition is filed by any third party, or an application for a receiver of COMPANY is made by anyone and such petition or application is not resolved favorably to COMPANY within sixty (60) days.

(b) Termination due to a breach of Sections 6, 13, or (if applicable) S1 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 under this Agreement.

11. OBLIGATIONS UPON TERMINATION

(a) Within ten (10) days after termination or expiration of this Agreement, COMPANY shall return to MS all full or partial copies of each Product in COMPANY's possession or under its control, including, if applicable, copies of the Product in source code form. COMPANY and each subsidiary of COMPANY may, however, retain one copy of each Product in object code form and one copy of the Product documentation to be used solely for support purposes.

(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 or expiration of this Agreement.

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(e) Sections 5, 12, 13, 14, 15, 16(a), 17, 18(a), and 18(b) shall survive termination or expiration of this Agreement.

12. LIMITATION OF LIABILITY AND REMEDY

(a) MS' liability to COMPANY under any provision of this Agreement, including Section 5, 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 Section 3. 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 12.

(b) The rights and remedies granted to COMPANY under Sections 4 and 5 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.

(c) (i) As partial consideration for the rights granted to COMPANY hereunder, COMPANY agrees not to sue MS or its licensees (including without limitation OEM customers and end users) for infringement of COMPANY Patents (as defined below), on account of the manufacture, use, sale or distribution which occurs prior to the Effective Date and during the Immunity Period (as defined below) of:

- a) Any versions of Product(s) licensed to COMPANY hereunder, except as otherwise provided in (ii), below; or
- b) Future versions of such Product(s), or replacement or successor products to such Product(s), to the extent such future versions or replacement or successor product(s) use or embody inventions used or embodied in a version of such Product(s) licensed to COMPANY hereunder.

"COMPANY Patents" as used in this subsection (c) means all patents throughout the world, other than design patents or the equivalent, owned or acquired by COMPANY for inventions made prior to termination or expiration of this Agreement, or for which COMPANY has or acquires rights prior to the termination or expiration of this Agreement.

(ii) In the event that MS provides COMPANY a new version of a Product under this Agreement, and COMPANY determines that such new version uses or embodies inventions not used or embodied in a prior version of the Product licensed to COMPANY hereunder, COMPANY may elect to not license such new version by so notifying MS in writing within sixty (60) days after its receipt of such new version and prior to shipment of such new version to a customer for revenue. COMPANY's election under this paragraph shall not affect COMPANY's agreement not to sue with respect to, or COMPANY's license to, any prior version(s) of the Product licensed hereunder.

(iii) The "Immunity Period" shall commence upon the Effective Date and shall endure until expiration of COMPANY's right to sue under the last to expire of the COMPANY Patent(s), and shall be binding on any successors or assigns of COMPANY and/or COMPANY Patents.

SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. COMPANY AGREES MS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL,

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INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. NONDISCLOSURE AGREEMENT

COMPANY expressly undertakes to retain in confidence and to require its distributors to retain in confidence all information and know-how transmitted to COMPANY by MS that MS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, COMPANY shall have no obligation to maintain the confidentiality of information that (i) it received rightfully from another party prior to its receipt from MS; (ii) MS has disclosed to a third party without any obligation to maintain such information in confidence; or (iii) is independently developed by COMPANY. Further, COMPANY may disclose confidential information as required by governmental or judicial order, provided COMPANY gives MS prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure. COMPANY shall treat all Product adaptation materials (including source code) as confidential information and shall not disclose, disseminate or distribute such materials to any third party without MS' prior written permission. COMPANY shall treat the terms and conditions of this Agreement as confidential; however, COMPANY may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPANY's business. COMPANY's obligation under this Section 13 shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of COMPANY or ten (10) years following termination or expiration of this Agreement.

14. AUDITS

(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 each Product licensed.

(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 and in such a manner as not to interfere with COMPANY's normal business activities. Any such audit shall be paid for by MS unless material discrepancies are disclosed. "Material" shall mean the lesser of Ten Thousand Dollars (US\$10,000.00) or five percent (5%) of the amount that should have been reported. If material discrepancies are disclosed, COMPANY agrees to pay MS for the costs associated with the audit. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

(c) Neither the right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless expressly agreed to in writing by the party having such right.

(d) In the event that MS makes any claim with respect to an audit, upon COMPANY's written request MS will make available to COMPANY the records and reports pertaining to such audit prepared by MS' independent auditor.

15. 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. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid; and addressed as follows:

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COMPANY: ALPHA SYSTEMS LAB., INC.
#8, Hammond Drive, Unit 111
Irvine, CA 92718

Attention: Mitchell Phan
Telephone: 714-830-5838

With Copy To:
COMPANY: ALPHA SYSTEMS LAB., INC.
#8, Hammond Drive, Unit 111
Irvine, CA 92718

Attention: Mitchell Phan
Fax: 714-587-9473

BILL TO:
COMPANY: ALPHA SYSTEMS LAB., INC.
#8, Hammond Drive, Unit 111
Irvine, CA 92718

Attention: Accounts Payable

SHIP TO: ALPHA SYSTEMS LAB., INC.
#8, Hammond Drive, Unit 111
Irvine, CA 92718

Attention: Shipping/Receiving Department
COMPANY Support
Phone Number: 714-830-5838

MS: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Vice President, OEM Group

With Copy To: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Law & Corporate Affairs
Fax: (206) 936-7329 (93 MS FAX)

or to such other address as the party to receive the notice or request so designates by written notice to the other. For other correspondence to MS, the address is:

OEM Sales
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

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16. CONTROLLING LAW; NO FRANCHISE

(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 15 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 price and payment described in 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.

17. ATTORNEYS' FEES

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.

18. 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 the Product software, Product documentation, and 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 agrees that neither it nor its customers intends to or will, directly or indirectly, export or transmit (i) any Product or related documentation and technical data or (ii) any product (or any part thereof), process, or service that is the direct product of a Product, to the People's Republic of China, Afghanistan, or any group Q, S, W, Y, or Z country specified in Supplement No. 1 of Section 770 of the Export Administration Regulations or to any other country to which such export or transmission is restricted by such regulation or statute, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

(c) This Agreement does 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 merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of COMPANY and MS by their respective duly authorized representatives. Unless agreed to in a separate writing signed

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by both parties, any statement appearing as a restrictive endorsement on a check or other document which purports to modify a right, obligation or liability of either party shall be of no force and effect.

(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 the attached Exhibits are intended for convenience only and shall not be deemed to supersede or modify any provisions.

19. COMPANY'S GOVERNMENTAL APPROVAL OBLIGATIONS

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 identified in the "Ship To" address for COMPANY listed in Section 15.

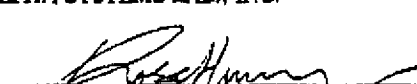
If any necessary approvals are not or cannot be obtained within a reasonable time in form and substance satisfactory to MS, MS may immediately terminate this Agreement, and upon receipt of such notice by the COMPANY, this Agreement shall be null, void and of no effect.

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

ALPHA SYSTEMS LAB., INC.





By
Richard FAYE

By
Rosey Hwang

Name (Print)

Name (Print)

Dir. OEM Sales

President

Title

Title

4/7/92

3/16/92

Date

Date

Date of Issue: November 8, 1991

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11/08/91 LE913120.003

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EXHIBIT A - SAMPLE LICENSE AGREEMENT

COMPANY LICENSE AGREEMENT

This is a legal agreement between you, the end user, and COMPANY. BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND.

COMPANY SOFTWARE LICENSE

1. GRANT OF LICENSE. COMPANY grants to you the right to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer or computer terminal at the same time.

2. COPYRIGHT. The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE. Any transfer of the SOFTWARE must include the most recent update and all prior versions.

4. DUAL MEDIA SOFTWARE. If the SOFTWARE package contains both 3-1/2" and 5-1/4" disks, then you may use only the disks appropriate for your single-user computer. You may not use the other disks on another computer or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

5. YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY COMPANY OR ITS SUPPLIERS.

LIMITED WARRANTY

LIMITED WARRANTY. COMPANY warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

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EXHIBIT A
(Continued)

CUSTOMER REMEDIES. COMPANY's entire liability and your exclusive remedy shall be, at COMPANY's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet COMPANY's Limited Warranty and which is returned to COMPANY with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICROSOFT PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399. Contractor is COMPANY/_____ (Address) _____.

This Agreement is governed by the laws of the State of Washington.

Should you have any questions concerning this Agreement, or if you desire to contact COMPANY for any reason, please write: COMPANY Customer Sales and Service/_____ (Address) _____

April 1, 1992 *ML*
Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and ALPHA SYSTEMS LAB., INC.



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EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Three Hundred Thousand Dollars (US\$300,000.00) 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. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) 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)	\$15,000.00	\$15,000.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first COMPANY shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$71,250.00	\$86,250.00
3 months after the FIRST PAYMENT DATE	\$71,250.00	\$157,500.00
6 months after the FIRST PAYMENT DATE	\$71,250.00	\$228,500.0
9 months after the FIRST PAYMENT DATE	<u>\$71,250.00</u>	<u>\$300,000.00</u>
Total First Period Minimum Commitment	<u>\$300,000.00</u>	<u>\$300,000.00</u>

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

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EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Three Hundred Thousand Dollars (US\$300,000.00) 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.

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>
End of the:		
12 months after the FIRST PAYMENT DATE	\$75,000.00	\$75,000.00
15 months after the FIRST PAYMENT DATE	\$75,000.00	\$150,000.00
18 months after the FIRST PAYMENT DATE	\$75,000.00	\$225,000.00
21 months after the FIRST PAYMENT DATE	<u>\$75,000.00</u>	<u>\$300,000.00</u>
Total Second Period Minimum Commitment	<u>\$300,000.00</u>	<u>\$300,000.00</u>

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

April 1, 1992 RM

Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and ALPHA SYSTEMS LAB., INC.



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EXHIBIT C1 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS® and MS-DOS® Shell

VERSION NO: 5.0

FOREIGN LANGUAGE: Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLES:

- (a) Product in executable form.
- (b) Standard Documentation in Series No. D701-5Z, D702-5Z and D707-4Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M1 & M2	\$30.00

(b) If the Product licensed for use with COMPANY's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS an additional royalty of [US\$4.5 (15%)] multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for COMPANY during the term of this Agreement.

(c) 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, including Update Releases, Version Releases and Upgrades, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately by processor 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 otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

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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.

ROYALTIES FOR UPGRADES:

In the event COMPANY distributes Upgrade Product to its customers, COMPANY agrees to pay MS a per copy royalty of fifty percent (50%) of the then highest royalty under this Exhibit C (i.e., the highest per system royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS®
Microsoft® MS-DOS Shell®
Microsoft QuickBASIC™ Interpreter

Exhibit to the License Agreement dated ^{April} January 1, 1992, between MICROSOFT CORPORATION and ALPHA SYSTEMS LTD., INC.



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EXHIBIT C2

(for use only in conjunction with separate Exhibit C for MS-DOS®)

PRODUCT: MS-DOS® PACKAGED PRODUCT (EASY DISTRIBUTION PACKAGE)

VERSION NO: 5.0 (DOMESTIC USA VERSION)

PRODUCT DELIVERABLES:

MS-DOS® 5.0 Easy Distribution Package (Documentation and Disk)

PN#036-815V500 3.5" Disk Media

PN#036-814V500 5.25" Disk Media

PRICE:

(a) COMPANY shall pay MS Five Dollars (U.S.\$5.00) for each unit of Product in this Exhibit C purchased from MS. Prices are subject to change upon thirty (30) days written notice from MS pursuant to Section 15 of the Agreement.

(b) In addition to the Five Dollar (US\$5.00) price, for each Customer System identified in Exhibit M1 and M2, COMPANY agrees to pay MS a royalty, at the applicable rate set forth in Exhibit C1, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate as identified in Exhibit C1.

(c) All prices identified in Section (a) above are FOB MS' 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. MS, however, shall be responsible for all taxes based on its net income.

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

(e) Prepaid royalties are not recoupable against the price identified in Section (a) above paid for Product in this Exhibit.

ACCEPTANCE AND LIMITED WARRANTY:

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

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EXHIBIT C2
(Continued)

(b) MS warrants that the Product furnished hereunder will, at the time of shipment, be free from defects in materials and will conform to MS' applicable standard written specification. 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 to MS, 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 above limited warranty. No other returns or exchanges will be allowed for any other reason.

(d) Neither the COMPANY nor any of its employees shall have any right to make any other representation, warranty, or promise, or give any instructions for the use of Product not contained on the Product label or container or authorized 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.

PRODUCT ORDERS, PAYMENT AND SUPPORT:

(a) COMPANY's initial order must be in writing and for a minimum of five hundred (500) copies of Product. Each subsequent COMPANY order must be in writing and for a minimum of fifty (50) copies of Product. All orders shall be in increments of ten (10) units. COMPANY's order shall clearly indicate the quantity, version number and media type of the Product being ordered, and be accompanied by payment:

(i) made payable to the order of MS; and

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

Orders received without the required associated payment will not be processed. Orders should be placed at least thirty (30) days prior to the requested shipment date. MS will attempt to deliver the Product within thirty (30) days of receiving COMPANY's order. Requests to decrease an order or to delay shipment should be made in writing at least thirty (30) days in advance of the previously scheduled shipping date. If COMPANY cancels all or any part of any order, a cancellation fee equal to twenty-five percent (25%) of the price of the cancelled portion will be charged at MS' discretion.

(b) MS will ship the Products to the address indicated by COMPANY at the time the order is placed. COMPANY may maintain only one (1) shipping address. MS 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.

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EXHIBIT C2
(Continued)

(c) MS may refuse to fill any COMPANY order(s) if COMPANY fails to strictly comply with the above.

(d) MS may, without prior notice to COMPANY, elect to cancel the production of Product. Any monies paid by COMPANY to MS for orders of Product received by MS after MS' cancellation will be returned to COMPANY.

INTELLECTUAL PROPERTY NOTICES:

Sections 7(a), 7(e) and 7(f) of the Agreement shall not apply to Product in this Exhibit C.

LICENSE RESTRICTIONS:

(a) Without limiting the generality of Section 6(a) of the Agreement, COMPANY shall market and distribute each Product only along with, and to end user purchasers of, COMPANY's Customer System(s) identified in Exhibit M1 and M2. COMPANY shall distribute the Product only as a component included within COMPANY's Customer System packaging. COMPANY shall require its distributors, dealers and others in its distribution channels to comply with the foregoing.

(b) In addition to the provisions of Section 14 of the Agreement, MS may inspect COMPANY's procedures in order to verify COMPANY compliance with Section (a) above without notice. Any such inspection shall be conducted during regular business hours at COMPANY's offices and in such a manner as not to interfere with COMPANY's normal business activities.

PRODUCT ORDERS:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Attn: OEM DIVISION

04-01-1992
Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and ALPHA SYSTEMS LAB., INC.



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EXHIBIT G

GOVERNMENT CONTRACT

<u>Department</u>	<u>Contract Name</u>	<u>Contract Number</u>
The Army	SMC Contract (Small Multiuser Computer Contract)	

04-01-1992

Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and
ALPHA SYSTEMS LAB., INC.

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EXHIBIT M1

COMPANY'S CUSTOMER SYSTEMS

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

Customer Systems:

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:

80386
80486 or above

df-w-1992

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EXHIBIT M2

COMPANY'S CUSTOMER SYSTEMS

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

COMPANY's current and future computer motherboard that (1) utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets; and (2) are sold to EDS for distribution as CIU upgrade packages to the Government under the contract specified in Exhibit G:

80386
80486 or above

04-01-1992
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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			Greater of the	
Product ID	CPU	Royalty	Number of	Royalty
Language	Type	Rate	Systems or	Due
			Copies Shipped	
System 1: _____	_____	\$ _____	_____	\$ _____
System 2: _____	_____	\$ _____	_____	\$ _____
System 3: _____	_____	\$ _____	_____	\$ _____
Additional copies	_____	\$ _____	_____	\$ _____
Upgrades				
System 1: _____	_____	\$ _____	_____	\$ _____
System 2: _____	_____	\$ _____	_____	\$ _____
System 3: _____	_____	\$ _____	_____	\$ _____

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

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: () _____

07-01-1992

Exhibit to the License Agreement dated January 1, 1992, between MICROSOFT CORPORATION and ALPHA SYSTEMS LAB., INC.



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