

**SIGNED
ORIGINAL**

AMENDMENT NUMBER 3
Amendment Date: February 1, 1996
to MICROSOFT OEM LICENSE AGREEMENT WITH MINIMUM COMMITMENT PAYMENTS
between MICROSOFT CORPORATION, a Washington, U.S.A. Corporation
and ACER AMERICA CORPORATION, a Corporation of California
Agreement Effective Date: August 1, 1995
MICROSOFT LICENSE # A009-5257

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:

Part A. Rescission of Carryover of Prepaid Royalties from Office License.

The following amendments are effective as of February 1, 1996:

Whereas, pursuant to Amendment No. 1 to the Agreement (Amendment Date, February 1, 1996), MS and COMPANY agreed to permit COMPANY to carry over certain prepaid royalties from the Microsoft OEM License Agreement with Minimum Commitment Payments dated May 15, 1995 (Microsoft Contract No. A009-5089) (the "Office License") to this Agreement; and

Whereas, pursuant to Amendment No. 2 to the Agreement (Amendment Date, February 1, 1996), MS and COMPANY agreed to amend the scope of Product royalties against which such prepaid royalties may be applied; and

Whereas, COMPANY no longer desires to carry over prepaid royalties from the Office License to this Agreement, and MS and COMPANY desire to rescind the earlier agreements concerning carry over of such prepaid royalties; and

Whereas, COMPANY desires to carry over and apply such prepaid royalties from the Office License to a future agreement as yet to be negotiated between MS and COMPANY;

Now, therefore, the parties hereby agree that, effective as of February 1, 1996:

1. Any prepaid royalties of COMPANY which existed under the Office License as of the expiration or termination of the Office License, shall not be carried over from the Office License to this Agreement. Accordingly, Section 4 of Part A of Amendment No. 1 and Section 4 of Part A of Amendment No. 2 shall be rescinded as of the original amendment date(s) of such Amendments.
2. Exhibit B of the Agreement is hereby amended and replaced with the attached Exhibit B.

Part B. Addition of Customer Systems.

The following amendment is effective as of February 1, 1996:

1. Exhibit C1 of the Agreement is hereby amended and as amended shall provide as set forth in the attached Exhibit C1.

Part C. Other Amendments.

The following amendments are effective as of March 1, 1997:

1. The attached Exhibit C2 is hereby added to the Agreement
2. The attached Exhibit L is hereby added to the Agreement

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PROTECTIVE ORDER Microsoft
14/ Casan, J.C.P.P. No. 486, CA
Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments
ACER AMERICA CORPORATION.

Amendments dated August 1, 1995 between MICROSOFT

AAC 002074
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Plaintiff's Exhibit

5750

Comes V. Microsoft

ACER 000639

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.

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)

John Jenkins

Name (Printed)

Director Int'l OEM Sales

Title

APR 18 1997

Date

ACER AMERICA CORPORATION



By (Signature)

Robert Olstad

Name (Printed)

Director PM

Title

April 11, 1997

Date

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LV Cases, J.C.P.P. No. 406, CA
Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments dated August 1, 1995 between MICROSOFT
ACER AMERICA CORPORATION.

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EXHIBIT B
MINIMUM COMMITMENT PAYMENTS

First Period of This Agreement

<u>Date</u>	<u>Payment Amount (US\$)</u>	<u>Cumulative Amount of Payments for Period (US\$)</u>
Signing of this Agreement (payment due upon signing)	\$0	\$0
Three (3) months after the end of the calendar quarter in which the Effective Date occurs ("FIRST PAYMENT DATE"), i.e., December 31, 1995	\$960,000.00	\$960,000.00
3 months after the FIRST PAYMENT DATE, i.e., March 31, 1996	\$900,000.00	\$1,860,000.00
6 months after the FIRST PAYMENT DATE, i.e., June 30, 1996	\$900,000.00	\$2,760,000.00
9 months after the FIRST PAYMENT DATE, i.e., September 30, 1996	\$900,000.00	\$3,660,000.00
10 months after the FIRST PAYMENT DATE, i.e., October 31, 1996	\$300,000.00	\$3,960,000.00
12 months after the FIRST PAYMENT DATE, i.e., December 31, 1996	\$400,000.00	\$4,360,000.00
15 months after the FIRST PAYMENT DATE, i.e., March 31, 1997	\$0.00	\$4,360,000.00
18 months after the FIRST PAYMENT DATE, i.e., June 30, 1997	\$0.00	\$4,360,000.00
20 months after the FIRST PAYMENT DATE, i.e., August 31, 1997	<u>\$0.00</u>	<u>\$4,360,000.00</u>
Total First Period Minimum Commitment	<u>\$4,360,000.00</u>	<u>\$4,360,000.00</u>

Except the payment due on signing, if any, payments shall be due as specified in Section 3(d) of the Agreement.

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v. Gates, J.C.P.P. No. 408, CA
Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments dated August 1, 1995 between MICROSOFT
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EXHIBIT C1
CONSUMER APPLICATIONS PRODUCTS

*If royalty rate and Customer System are not specified for a particular Product, then such Product is not licensed under this Agreement.

**Language Key: A = Arabic, CE = Cyrillic Enabled, CH = Chinese, CZ = Czech, D = German, DA = Danish, DU = Dutch, E = Spanish, EE = Eastern and Central European, EN = English, FI = Finnish, FR = French, HAN = Hangeul, HB = Hebrew, HUN = Hungarian, I = Italian, K = Kanji, N = Norwegian, POL = Polish, POR = Portuguese, PRC = PRC Simplified Chinese, RU = Russian, SW = Swedish, TH = Thai, TR = Turkish

Products May Be Provided on CD Media As and If Available

Product Name and Version	Product Type	Language Version(s)	APM Required	Applicable Additional Provisions	Customer Systems Number*	Royalty/Basis (per system or per copy)*	Non-English Additional Royalty	Added by Amendment Number
ACER ASPIRE™ SPRING'96 VALUE PACK <i>Includes:</i> Works v. 4.0 for Windows® 95 Scholastic's The Magic School Bus™ Explores The Solar System Version 1.0 Microsoft® 3D Movie Maker Money v4.0 for Windows® 95 or Money v5.0 Home Banking Edition (North America Only Version) MS CD Sampler v4.0 or v5.0	Authorized Replication	EN	Yes	(a), (b), (c), (d), (e), (f)	1, 4	US\$9.00 per system	N/A	Amend No. 1
ACER ULTIMATE MULTIMEDIA VALUE PACK <i>Includes:</i> Works v. 4.0 for Windows® 95 Money v4.0 for Windows® 95 or Money v5.0 Home Banking Edition (North America Only Version) MS CD Sampler v4.0 or v5.0	Authorized Replication	EN	Yes	(a), (b), (c), (e), (f), (g)	1, 3, 5	US\$8.00 per system	N/A	Amend No. 2

"PER SYSTEM" ROYALTY CALCULATION

For Product(s) which specify "per system" in the Royalty/Basis column in the above table:

- (1) COMPANY agrees to pay MS a royalty, at the applicable rate set forth above, for each full or partial Customer System distributed or placed in use by or for COMPANY.
- (2) In addition, COMPANY agrees to pay MS the Non-English Additional Royalty specified above for each full or partial unit of non-English versions of Product licensed or distributed by COMPANY. Non-English versions are provided on an if and when available basis.

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Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments dated August 1, 1995 between MICROSOFT
ACER AMERICA CORPORATION.

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EXHIBIT C1

(Continued)

(3) 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 (whether as an individual Product or as a component of a Value Pack), COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software in one language and Release for use on each such Customer System. COMPANY shall pay MS the royalty applicable to the Release and language version shipped.

(4) Any Customer System distributed without Product shall bear the base royalty for the most recent Release of Product licensed on a per system basis for distribution with such Customer System.

"PER COPY" ROYALTY CALCULATION

For Product(s) which specify "per copy" in the Royalty/Basis column in the above table:

- (1) COMPANY agrees to pay MS a royalty, at the applicable rate set forth above, for each full or partial unit of Product licensed or distributed by COMPANY.
- (2) In addition, COMPANY agrees to pay MS the Non-English Additional Royalty specified above for each full or partial unit of non-English versions of Product licensed or distributed by COMPANY. Non-English versions are provided on an if and when available basis.
- (3) 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, COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software in one language and Release for use on each such Customer System.

CUSTOMER SYSTEMS

COMPANY's Customer Systems shall be defined to be COMPANY's current and future single user computer systems described below.

<u>Customer System Number</u>	<u>Microprocessor Type</u>	<u>Maximum Number of Microprocessors††</u>	<u>Model(s)</u>	<u>Description</u>
1	80486†, Pentium†		Acer Aspire™ Series	Models: 2090, 2091, 2120, 2120, 2121, 2124, 2125, 2130, 2137, 2231, 2235, 2236, 2237, 2336, 2337, 2346, 2710, 2711, 2720, 2721, 2920, 2921, 2136, 2139, 2138, 2238, 2239, 2347, 2239C, 2711C, 2122, 2122+, 2123, 1120, 1123, C2128, 2123+, 1310-M, 2128, 1128B, 2123-B
2	Pentium †		Acer Aspire™ Series	Models: 2122, 2123, 2220, 2220-, 2221, 2221-, 2223, 2225, 2328, 2329, 2329-, 2340, 2341, 2341+, 2342, 2343, 2551, 2650, 2651, 2653, 2657, 2220+B, 2339M, 2341+B, 2342B, 2531M, 2551B, 2650B, 2653B, 2761, 2751, 2741, 2731, 1721, 2041, 2011, 2021, 2733, 2771, 2016, 2017
3	Pentium†		Acer Ultimate Solution Series	All models
4	Pentium †		Acer Personal Solution Series	All models
5	Pentium†		TI Extensa Series (licensed as of and after February 28, 1997)	Models: All models with xx5 designation

† Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets.
 †† If no maximum number of processors is specified, the maximum number of processors shall be one (1).

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EXHIBIT C1
(Continued)

COMPANY BRAND NAMES AND TRADEMARKS:

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

Brand Names & Trademarks

1. Aspire
2. Texas Instruments or TI (as of February 28, 1997)
3. Extensa (as of February 28, 1997)

If COMPANY Customer Systems are marketed, licensed, or distributed by a third party under brand names and trademarks which do not include COMPANY's name, those brand names and trademarks and model names used for the Customer Systems by a third party are listed below.

Brand Names & Trademarks

Customer System

Model Name Used by Third Party

1.

ADDITIONAL PROVISIONS KEY

(a) The following provisions shall apply to all Products listed in this Exhibit C1:

- (1) Provided that COMPANY has complied with the terms and conditions of this Agreement, COMPANY may terminate its license for the Product by providing written notice to MS thirty (30) days before the occurrence of each six (6) month interval after the date the Product was added to this Agreement.
- (2) Notwithstanding anything to the contrary in Section 2(a) or 2(e) of the Agreement, with each full or partial unit of Product distributed by COMPANY with COMPANY's Customer Systems, COMPANY shall include the following:
 - (A) Product documentation;
 - (B) Product software in CD-ROM or diskette form as acquired from an Authorized Replicator; and
 - (C) if the Customer System includes a hard disk drive, Preinstalled Product Software. For Product acquired in CD-ROM form, however, COMPANY shall preinstall the executable files of Product.
- (3) Except for accurate informational references to and descriptions of the Product(s), and accurate reproductions or depictions of the Product(s) front packaging, MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, advertising and promotional use.
- (4) COMPANY may distribute Product(s) only within the geographical boundaries of the United States of America and Canada, provided, however, as of and after February 28, 1997, COMPANY may distribute on a worldwide basis (subject to the terms and conditions of this Agreement, including applicable export control provisions) the version of the Acer Ultimate Multimedia Value Pack which includes Microsoft Money Version 4.0 for Windows 95 (but not Money Version 5.0), but only with Customer System number 5 (i.e., Customer Systems distributed under the Texas Instruments or TI brand name).
- (5) Notwithstanding anything to the contrary in Section 7(c) of the Agreement, COMPANY's use of the MS Home Logo shall be subject to the restrictions and guidelines described in the MS Home Logo Guidelines provided by MS.
- (6) If MS provides COMPANY with a marketing materials kit for Product ("Marketing Materials Kit"), then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:
 - (A) Use is in compliance with the guidelines provided in Marketing Materials Kit;
 - (B) COMPANY's promotion of Product(s) shall be restricted to the guidelines provided in Marketing Materials Kit and subsection (a)(3) above.
 - (C) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; and
 - (D) Subject to Section 11 of the Agreement, COMPANY agrees to cease use of the Marketing Materials Kit and cease any promotion for Product(s) upon expiration or termination of COMPANY's license for this Product.
- (7) The royalty rate(s) specified above for Product(s) are based on COMPANY's agreement that, with respect to advertising that includes those Customer Systems distributed with Product(s), if COMPANY uses Product(s) in such advertising, COMPANY shall refer to the relevant Product names and place accurate reproductions or depictions of the Product(s) front packaging in point of purchase materials, print advertising, packaging, and marketing collateral.
- (8) COMPANY shall not advertise, publish or otherwise mark the Product.

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EXHIBIT C1
(Continued)

(9) COMPANY agrees to provide end user support for the Product under terms and conditions at least as favorable to the end user as the terms under which COMPANY provides support for COMPANY's Customer Systems to end users generally. COMPANY agrees to provide MS with ninety (90) days prior written notice of any substantive change in COMPANY's support policy for the Product.

(b) (1) The individual software programs which comprise the Product shall be distributed together with one Customer System and may not be distributed separately or licensed for use by more than one end-user.

(2) This Value Pack includes a license for Microsoft's Home CD Sampler. COMPANY agrees to distribute such CD Sampler with all Customer Systems with which COMPANY distributes this Value Pack.

(c) In addition to the required Customer System components specified in the Customer System definition in Section 1(e) of this Agreement, Customer Systems distributed with this Product must include a CD-ROM drive and audio capabilities.

(d) The following provision shall apply to the licensing of Microsoft® 3D Movie Maker under this Exhibit C: The Product is designed for use with Windows 95 or Windows NT™ Workstation v. 3.51 or later, and may not function properly with other operating system products.

(e) (1) This Value Pack includes a license to distribute either Money version 4.0 for Windows® 95 ("Current Release") or the next Product Release of such Product, Money version 5.0 for Windows 95 ("Subsequent Release"), but not both, as a component of this Value Pack. As soon as practical after MS delivers to COMPANY the Product Deliverables for the Subsequent Release, COMPANY shall preinstall and begin shipment of the Subsequent Release as a component of this Value Pack, provided, however, that COMPANY may not distribute the Subsequent Release until MS advises its OEM customers generally that Customer Systems may be distributed with the Subsequent Release. As of and after February 23, 1997, COMPANY may distribute the Current Release *only* as part of a licensed Value Pack which is distributed with Customer System number 5 (i.e., Customer Systems distributed under the Texas Instruments or TI brand name).

(2) COMPANY acknowledges that terms and conditions relating to the licensing of the Subsequent Release are not available at the time the Agreement or amendment adding the Subsequent Release was prepared. Accordingly, COMPANY agrees that the license for the Subsequent Release shall be subject to such standard terms and conditions as MS shall provide to COMPANY, and upon request by MS, COMPANY shall execute an amendment to this Agreement to formalize such terms and conditions. In monthly royalty reports submitted to MS, COMPANY shall separately identify distribution of Value Packs including the Subsequent Release from distribution of Value Packs including the Current Release.

(f) (1) Products which are labeled "North America Only Version" may only be distributed within the U.S.A. and Canada. If Product is labeled "North America Only Version" on the Product packaging or other written materials, then the following applies: The Product is intended for distribution only in the United States and Canada. At the time of this Agreement export of the Product from the United States is regulated by the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130) of the U.S. State Department Office of Defense Trade Controls. A State Department license is required to export the Product outside of the United States or Canada. COMPANY agrees that it will not directly or indirectly, export or re-export the Product (or portions thereof) to any country, other than Canada or to any person, entity or end user subject to U.S. Export restrictions without first obtaining a State Department export license. You warrant and represent that neither the U.S. State Department Office of Defense Trade Controls nor any other U.S. federal agency has suspended, revoked or denied your export privileges. Effective January 1, 1997, the U.S. government will transfer export jurisdiction of the Product to the Export Administration Regulations (EAR, 15 CFR 730-799) of the U.S. Commerce Department Bureau of Export Administration. COMPANY acknowledges that the transfer of jurisdiction may have no effect on the export control of the Product and that the restrictions of this paragraph will remain unchanged.

(2) Additionally, COMPANY acknowledges that it has received and understood MS' then-current version of the "Encryption Product(s) Export Restrictions Notice" which applies to this Product.

(g) Notwithstanding any provision in this Agreement to the contrary, COMPANY may distribute Customer System number 1 (i.e., listed Acer Aspire series Customer Systems) with either (i) the complete Value Pack or (ii) only the Works v. 4.0 components of this Value Pack.

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Case No. J.C.P.P. No. 488, CA
Superior Court, San Francisco

EXHIBIT C2
APPLICATION PRODUCTS
(Effective March 1, 1997)

PRODUCT TABLE

Product Number	Product Name and Version	Licensed Language Version(s) **	Applicable Additional Provisions	Per System Royalty *	Per Copy Royalty *
L.	Bookshel® CD-ROM Reference Library for Windows® 1996-1997 Edition	EN	(a), (d), (g)	US\$3.75	US\$ _____
Z.	Word 97	EN	(a), (c), (d), (g), (l)	US\$11.25	US\$ _____

* 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 Systems in the Customer System table of this Exhibit C.

** Language Version Key: Please refer to the Language Version Key in Exhibit I, for explanation of Language Version codes. Localized versions are licensed on an if and as available basis.

ADDITIONAL PROVISIONS KEY

(Note: Only those Additional Provisions applicable to licensed Product(s) may appear. Section lettering may not be consecutive.)

(a) The following provisions shall apply to all Products listed in this Exhibit C2:

(1) The royalty rate(s) specified above require pre-installation of the Product. COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "Preinstallation Guide", which is included in the preinstallation kit portion ("Preinstallation Kit") of the Product Deliverables. COMPANY may use the information, tools, and materials contained in the Preinstallation Kit solely to preinstall the Product software in accordance with the Preinstallation Guide and for no other purpose. Other than as specified in the Preinstallation Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the prior written approval of MS in each instance.

(2) For Products other than Word 97, COMPANY must distribute Product documentation with and inside the package for each Customer System distributed with Product software. For Word 97, COMPANY may distribute Product documentation either inside the Customer System package or directly through an approved fulfillment source as further described in Section 2(e). A COA must be affixed to or accompany each copy of Product documentation. Company must distribute no more than one (1) copy of Product documentation with each Product version distributed.

(3) Except for accurate informational references to and descriptions of the Product(s), and accurate reproductions or depictions of the Product(s) front packaging, MS expressly prohibits any use of the Product(s) contents (e.g., photographs, video, audio, screen shots, etc.) and associated packaging in connection with COMPANY's distribution of the Product(s), including, without limitation, advertising and promotional use.

(4) Unless otherwise indicated in this subsection, COMPANY may distribute Product(s) only within the geographical boundaries of the country in which COMPANY is located as indicated by COMPANY's Notices address in Exhibit N. Notwithstanding anything to the contrary in this subsection, if COMPANY is located in Canada or the U.S.A. as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the United States and Canada, and if COMPANY is located in a member country of the European Union or the European Free Trade Association as indicated by COMPANY's Notices address in Exhibit N, COMPANY may distribute Product(s) only within the geographical boundaries of the member countries of the European Union and the European Free Trade Association.

(5) If MS provides COMPANY with a marketing materials kit for Product ("Marketing Materials Kit"), then COMPANY is authorized to use materials contained in Marketing Materials Kit for promotional purposes provided that:

- (A) Use is in compliance with the guidelines provided in Marketing Materials Kit;
- (B) COMPANY's promotion of Product(s) shall be restricted to the guidelines provided in Marketing Materials Kit and subsection (a)(3) above;
- (C) Use is confined to the advertising and promotion of Customer Systems licensed for and distributed with Product; and
- (D) COMPANY agrees to cease use of the Marketing Materials Kit and cease any promotion for Product(s) upon expiration or termination of COMPANY's license for this Product.

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I-V Cases, J.C.P.P. No. 406, CA
Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments dated August 1, 1995 between MICROSOFT CORPORATION and ACER AMERICA CORPORATION.

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EXHIBIT C2
(Continued)

CUSTOMER SYSTEMS

COMPANY'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; and (ii) include at least a CPU, a motherboard, a power supply, and a case. For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "S" or "C" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. New models may be added by agreement of the parties.

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by "all models" or 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 "all models" shall include all current and future models that meet the description specified in the table (e.g. "All models which include a CD-ROM drive, 500 Mb or larger hard disk drive, and sound card.") and utilize the listed microprocessor(s). Customer Systems defined by model line or series shall include all current and future 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: Please refer to the Product Number in the Product Table above.

Royalty Basis Key: S = per system, C = per copy, if Product box is blank, such Product is *not* licensed for distribution with the listed Customer System.

CUSTOMER SYSTEM TABLE

Model Name, Model Number, Model Line, or Model Description	Processor Type	Product Number												
		1	2	3	4	5	6	7	8	9	10			
Acer Series (Models 12XX, 225X, 226X, 227X, 228X, 229X, 12XXR, 225XR, 226XR, 227XR, 228XR, 229XR, where "X" = alpha numeric character)	Pentium	S	S											

COMPANY hereby represents and warrants that the names and numbers indicated in the Model Name or Model Number column in the table above accurately denote the actual designation used by COMPANY to identify the listed models (on the Customer System case and in COMPANY's internal books and records).

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NY Cases, L.C.P. No. 406, CA
Superior Court, San Francisco

Amendment No. 3 to the Microsoft OEM License Agreement With Minimum Commitment Payments dated August 1, 1995 between MICROSOFT CORPORATION and ACER AMERICA CORPORATION.

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**EXHIBIT L
LANGUAGE VERSIONS KEY**

The codes listed in the table below are used to describe the corresponding language version for licensed language version(s) in Exhibit(s) C, unless an alternate language key is provided in the Exhibit(s) C.

Language Version	Code
Afrikaans	AF
Arabic	AR
Arabic, French	YD
Bahasa	IN
Basque	EU
Bulgarian	BG
Catalan	CA
Chinese - Simplified	XT
Chinese - Traditional	ZH
Croatian	YX
Czech	CS
Danish	DA
Dutch	NL
Eastern European (English)	YL
English (USA)	EN
English (UK)	XZ
English (Australian)	XA
English (Canadian)	XV
Estonian	ET
Farsi	FA
Finnish	FI
French	FR
French (Canadian)	XD
Galician	GL
German	DE

Language Version	Code
Greek	EL
Hebrew	IW
Hungarian	HU
Italian	IT
Japanese	JA
Korean	KO
Latvian	LV
Lithuanian	LT
Norwegian	NO
Polish	PL
Portuguese	PT
Portuguese (Brazilian)	XC
Romanian	RO
Russian	RU
Serbian	SR
Singhalese	SI
Slovak	SK
Slovenian	SL
Spanish	ES
Spanish (Latin American)	XX
Swedish	SV
Thai	TH
Turkish	TR
Vietnamese	VI

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Superior Court, San Francisco

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