

**AMENDMENT**

**ORIGINAL**

Amendment No. 18  
to the License Agreement  
Between

**HEWLETT-PACKARD COMPANY and MICROSOFT CORPORATION**  
Dated May 23, 1988, License No. 1172-8158

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and HEWLETT-PACKARD COMPANY ("HP") dated May 23, 1988 ("Agreement"), is made and entered into this 29th day of October, 1993.

1. Exhibits C41 and C42 are hereby added.
2. Exhibits M3 and M4 are hereby deleted and replaced with the attached Exhibits M3 and M4.
3. Exhibit Z is hereby added.
4. GRANT OF LICENSE:

Section 4.4 shall be deleted and replaced as follows, and shall apply only to Licensed Programs in Exhibits C2 (MS-DOS), C3 (Windows) and C40 (Enhanced Tools):

(a) MS further grants to HP, subject to the terms described below but at no additional charge: (i) the right to reproduce, copy and distribute one (1) copy of all documentation for the applicable Licensed Program described in Exhibit C for distribution with each copy of such Licensed Program and (ii) the unlimited right to reproduce, copy and internally distribute all documentation for each of the Licensed Programs described in Exhibit C. Such copies of documentation shall be used only for HP research, development, support, testing, customer training and demonstration purposes. HP shall retain all copies of such documentation. HP shall not modify or substitute Licensed Program documentation without MS' written permission. However, HP, at its option, may distribute supplemental Licensed Program documentation in conjunction with Licensed Program. Licensed Program documentation may be reproduced and copied only on HP premises or purchased from an Authorized Replicator.

If Licensed Program documentation is not reasonably available to HP from an Authorized Replicator in a particular country, then HP may have Licensed Program documentation reproduced by a HP subcontractor. MS agrees that, should HP request that any of its existing contractors become authorized as an Authorized Replicator, and provided that such contractors meet MS' normal requirements for Authorized Replicators, MS will use best efforts to grant such requests within thirty (30) days.

(b) Notwithstanding anything to the contrary in this Agreement, HP may have a third party preinstall Licensed Program licensed under this Agreement on its Customer Systems provided that HP (i) contractually obligates such third party to comply with terms and conditions substantially similar to those in Exhibit Z or (ii) (A) contractually obligates such third party to preinstall Licensed Program only for HP and to comply with all applicable obligations of HP in the Agreement, and (B) HP agrees to indemnify MS for damages due to such third party's unauthorized reproduction or distribution or failure to comply with applicable obligations of HP in the Agreement.

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**MICROSOFT LICENSE NO.**

1172-8158

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EXHIBIT  
1205

Plaintiff's Exhibit  
**7502**  
Comes V. Microsoft

**MS-CCP-MDL 5011149**

MS-CCPMDL 000005011149

6. This Amendment shall amend, modify and supersede to the extent of any inconsistencies, the provisions of the Agreement. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect. The terms herein shall have the same meaning as set forth in the Agreement, except as otherwise provided.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date set forth above. All signed copies of this Amendment to the Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of HP and MS by their duly authorized representatives.

MICROSOFT CORPORATION

HEWLETT-PACKARD COMPANY

By Ronald K. Hosoya

By [Signature]

RONALD K. HOSOYA  
Name (Print)

Bob Frankenberg  
Name (Print)

OEM Director  
Title

Vice-President and General Manager  
Title

APR 4, 1994  
Date

3/16/94  
Date

12/03/90 107GL L8911300.022

09/25/93 3300008.DOC

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EXHIBIT C41 (SYSTEM COMMITMENT)

LICENSED PROGRAM: MICROSOFT® MS-DOS®

VERSION NO: 5.0/V

LANGUAGE VERSION: Bilingual (English and Kanji)

LICENSED PROGRAM DELIVERABLES:

OEM Distribution Kit consisting of Licensed Program in object code form and install utilities.  
Single copy of Licensed Program documentation for support purposes only.

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have the features as specified in the above referenced Licensed Program Documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, HP 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 HP during the term of this Agreement, or (ii) the number of full or partial copies of Licensed Program, including Updates and Versions, licensed or otherwise disposed of by HP during the term of this Agreement for use with each Customer System.

<u>Customer System</u>	<u>Royalty Rate (US\$)</u>
Exhibit M2 Customer Systems Distributed in and/or for use in Japan	\$11.50

(b) HP shall make quarterly reports and payments in accordance with Section 7.10.

(c) As between the Licensed Programs set forth in Exhibit C2 and C41, HP agrees that for each applicable Customer System manufactured by or for HP during the term of this Agreement, HP shall license no more than a single language version of either the Licensed Program in Exhibit C2 or in Exhibit C41, but no combination thereof, i.e. no more than one such Licensed Program in one language version, for use on that Customer System. HP shall pay a single royalty for any such Customer System.

(d) HP shall not owe MS any additional "localized" royalty set forth in Section 7.4.

ADDITIONAL PROVISIONS:

(a) Notwithstanding anything to the contrary in this Agreement, the Licensed Program in this Exhibit C41 shall constitute a separate Licensed Program from any other Licensed Program previously licensed to HP.

(b) Notwithstanding anything to the contrary in Section 4.5, HP shall not be licensed for Source Code for the Licensed Program described in this Exhibit C41.

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EXHIBIT C41 (SYSTEM COMMITMENT)

(Continued)

(c) Until June 30, 1994, HP may distribute the Licensed Program licensed under this Exhibit C41 as an upgrade directly to HP's installed base of licensed end users of MS-DOS 5.0 Kanji language version, as adapted for the AX architecture, upon payment to MS of an additional royalty in the amount of Two Dollars (US\$2.00) for each copy or partial copy of the Licensed Program described in this Exhibit C shipped or distributed as an upgrade.

(d) HP agrees to include an MS Licensed Program registration card in conjunction with Licensed Program documentation (as supplied by Authorized Replicator). MS does not disclose to any third party information obtained from Licensed Program registration cards. MS agrees that the information constitutes HP confidential information under paragraph 13 of the Agreement. MS agrees to provide a listing of HP's end users on a quarterly basis who have registered with MS. A mechanism for providing such listing shall be agreed upon between the parties. HP must obtain the appropriate registration card from Authorized Replicator.

COPYRIGHT NOTICE:

COPYRIGHT MICROSOFT CORPORATION, 1981-1993. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS® Operating System

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

(Added by Amendment No. 13 dated October 29, 1993.)

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EXHIBIT C42 (PER COPY)

LICENSED PROGRAM: Microsoft® MS-DOS® operating system

VERSION NO: 6.2/V

LANGUAGE VERSION: Kanji

LICENSED PROGRAM DELIVERABLES: OEM Distribution Kit consisting of Licensed Program in object code form and install utilities. Single copy of Licensed Program documentation.

LICENSED PROGRAM SPECIFICATIONS: The Licensed Program will have features as specified in the above-referenced Licensed Program documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, HP 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 HP during the term of this Agreement, or (ii) the number of full or partial copies of Licensed Program, including Updates and Versions, licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System.

<u>Customer System</u>	<u>Royalty Rate (US\$)</u>
Exhibit M2 Customer Systems Distributed in and/or for use in Japan	\$16.00

(b) HP shall make quarterly reports and payments in accordance with Section 7.10.

(c) As between the Licensed Programs set forth in Exhibit C2 and C42, HP agrees that for each applicable Customer System manufactured by or for HP during the term of this Agreement, HP shall license, no more than a single language version of either the Licensed Program in Exhibit C2 or in Exhibit C41 or in Exhibit C42, but no combination thereof, i.e. no more than one such Licensed Program in one language version, for use on that Customer System. HP shall pay a single royalty for any such Customer System.

(d) HP shall not owe MS any additional "localized" royalty set forth in Section 7.4.

**NOTE:** The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Licensed Program ordered by HP.

ADDITIONAL PROVISIONS:

(a) Notwithstanding anything to the contrary in the Agreement, the Licensed Program in this Exhibit C42 shall constitute a separate Licensed Program from any other Licensed Program previously licensed to HP.

(b) Notwithstanding anything to the contrary in Section 4.5, HP shall not be licensed for Source Code for the Licensed Program described in this Exhibit C42.

(c) HP agrees to include an MS Licensed Program registration card in conjunction with Licensed Program documentation (as supplied by Authorized Replicator). MS does not disclose to any third party information obtained from Licensed Program registration cards. MS agrees that the information constitutes HP confidential information under paragraph 13 of the Agreement. MS agrees to provide a listing of HP's end users on a quarterly basis who have registered with MS. A mechanism for providing

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such listing shall be agreed upon between the parties. HP must obtain the appropriate registration card from Authorized Replicator.

(d) HP may ship the MS-DOS 5.0/V version of this Licensed Program until June 30, 1994 and may not ship more than one version per Customer System.

COPYRIGHT NOTICE: COPYRIGHT © MICROSOFT CORPORATION, 1981-1993. All rights reserved.

Exhibit to the License Agreement dated May 23, 1988, between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

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EXHIBIT C3

HP'S CUSTOMER SYSTEMS

For purposes of Exhibit C3, HP's Customer Systems shall be defined to be the following single user/single CPU computer system Licensed Programs:

Customer Systems:

HP Vectra 386/16N	D2473B D2472A	US English US English
HP Vectra 386/20N	D2483B D2482A D2484A	US English, Spanish* US English, Spanish* US English, Spanish*
HP Vectra 386/25N	D2493A D2492A D2494A	US English, European English, Canadian French, German, Spanish, French, Intercontinental English, Swiss German, Swiss French, UK English, Italian, Spanish*, Dutch**, Swedish**
HP Vectra 386s/25	D2570A D2571A D2578A D2579A	Spanish* Spanish* Spanish* Spanish*

As of October 1, 1992

HP Vectra 486/25N	D2612A D2613A D2615A	English, European Spanish, German, Italian, French English, European Spanish, German, Italian, French English, European Spanish, German, Italian, French, Dutch**, Swedish**, Finnish**, Norwegian**, Danish**
HP Vectra 486/33N	D2622A D2623A D2625A	English, European Spanish, German, Italian, French, Chinese English, European Spanish, German, Italian, French, Chinese English, European Spanish, German, Italian, French, Dutch**, Swedish**, Finnish**, Norwegian**, Danish**
HP Vectra 486/50N	D2633A	English, Spanish, German, Italian, French, Dutch**, Swedish**
HP Vectra 486/66N	D2683A	English, Spanish, German, Italian, French, Dutch**, Swedish**
HP Vectra 486/25U	D2268B	US English, German, French, Spanish, Italian
HP Vectra 486/25U	D2269B	US English, German, French, Spanish, Italian
HP Vectra 486/33U	D2274B	US English, German, French, Spanish, Italian
HP Vectra 486/33U	D2275B	US English, German, French, Spanish, Italian
HP Vectra 486/50U	D2280B	US English, German, French, Spanish, Italian
HP Vectra 486/66U	D2286B	US English, German, French, Spanish, Italian
HP Vectra 486/66U	Controller	G1030A#140

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**EXHIBIT M3**  
(Continued)

HP 12 Internal Transfer Family of Systems  
HP Textbook 27070A  
HP Textbook 27091A  
HP FASS Family of Systems  
Any HP Computer systems sold by the Japanese division of HP.

\* As of November 1, 1992  
\*\* As of December 1, 1992

Custom Systems which are not sold via HP's Standard CPL:

HP Vectra 386/20N, D2480AX, D2480AY  
- Intel 30386SX microprocessor 20 Mhz  
- 2 MB RAM  
- No Hard Disk Drive  
- No Floppy Disk Drive  
- VGA Monitor  
HP Vectra 386/20N, D2000  
- Intel 30386SX microprocessor 20 Mhz  
- 6 MB RAM  
- 120 MB Hard Disk Drive  
- No Floppy Disk Drive  
- VGA Monitor  
HP Vectra 386/20N, D2482AX, D2482AY, French  
HP Vectra 386/20N, D2484AX, D2484AY, French  
HP Vectra 386/25N, D2498A #G01, Spanish

As of March 1, 1993

HP Vectra 386/33N D2702A	US English, French, German Italian, Spanish, Dutch, Portuguese, Norwegian, Danish, Finnish, Swedish
HP Vectra 386/33NI D2712A	
HP Vectra 386/33NI D2704A	US English, French, German, Italian, Spanish

As of May 1, 1993

HP Vectra 486/25N D2752A	US English, French, German Italian, Spanish Dutch, Portuguese Norwegian, Danish Finnish, Swedish
HP Vectra 486/25N D2753A	
HP Vectra 486S/33N D2762A	
HP Vectra 486S/33N D2763A	
HP Vectra 486/33N D2772A	
HP Vectra 486/33N D2773A	
HP Vectra 486/66N D2793A	
HP Vectra 486/25NI D2757A	
HP Vectra 486/33NI D2767A	
HP Vectra 486/33NI D2777A	

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**EXHIBIT M1**  
(Continued)

HP Vectra 486/25NI	D2756A	US English, French, German Italian, Spanish
HP Vectra 486S/33NI	D2766A	
HP Vectra 486/33NI	D2776A	

As of June 1, 1993

HP Vectra 486/25VL	D3021A	US English, French German, Italian, Spanish Dutch, Portuguese Norwegian, Danish Finnish, Swedish Japanese, Korean Taiwanese, Chinese
HP Vectra 486/25VL	D3022A	
HP Vectra 486/33VL	D3025A	
HP Vectra 486/33VL	D3026A	
HP Vectra 486/66VL	D3028A	

As of July 1, 1993

HP Vectra 486/25N	D2754A	US English, French German, Italian Spanish, Dutch, Portuguese, Norwegian Danish, Finnish, Swedish, Japanese, Korean Taiwanese, Chinese
HP Vectra 486/25NI	D2759A	
HP Vectra 486/33N	D2774A	
HP Vectra 486/33NI	D2779A	
HP Vectra 486/50N	D2789A	
HP Vectra 486/66N	D2793A	
HP Vectra 486/66NI	D2799A	
HP Vectra 486/25M	D2855A	
HP Vectra 486/25MI	D2852A	
HP Vectra 486/25M	D2853A	
HP Vectra 486/25MI	D2857A	
HP Vectra 486S/33M	D2865A	
HP Vectra 486S/33MI	D2862A	
HP Vectra 486S/33M	D2863A	
HP Vectra 486S/33MI	D2867A	
HP Vectra 486/33M	D2872A	
HP Vectra 486/33MI	D2873A	
HP Vectra 486/33MI	D2877A	
HP Vectra 486S/33XM	D2902A	
HP Vectra 486S/33XM	D2903A	
HP Vectra 486S/33XM	D2912A	
HP Vectra 486S/33XM	D2913A	
HP Vectra 486S/50XM	D2923A	
HP Vectra 486S/50XM	D2714A	
HP Vectra 486S/66XM	D2933A	
HP Vectra 486S/66XM	D2934A	

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

(Added by Amendment No. 18 dated October 29, 1993.)

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EXHIBIT M4

HP'S CUSTOMER SYSTEMS

For the purposes of Exhibit C39, HP's Customer System(s) shall be defined to be the following single user/single CPU computer system Licensed Program(s):

Customer Systems:

As of February 1, 1993

HP Vectra	386/25N	D2492A
HP Vectra	486/25N	D2613A
HP Vectra	486/33N	D2623A
(French only)		

As of March 1, 1993

HP Vectra	386/33NI	D2704A	US English, French, German, Italian, Spanish
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As of May 1, 1993

HP Vectra	486/25NI	D2756A	US English, French
HP Vectra	486/33NI	D2766A	German, Italian
HP Vectra	486/33NI	D2776A	Spanish

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

(Added by Amendment No. 18 dated October 29, 1993.)

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EXHIBIT Z

PREINSTALLATION AGREEMENT

This Preinstallation Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ ("Effective Date") by and between HEWLETT-PACKARD COMPANY a California corporation ("HP") and [PRE-INSTALL HP], a \_\_\_\_\_ Corporation ("[PRE-INSTALL HP]").

Recitals

Whereas, HP is licensee to certain software owned by Microsoft Corporation ("MS") under License Agreement dated May 23, 1988 ("MS/HP License Agreement"); and

Whereas, HP desires to have [PRE-INSTALL HP] preinstall certain MS licensed software described in Attachment A to this Agreement (the "Licensed Program(s)") on the hard disk of HP's personal computers; and

Whereas, under the MS/HP License Agreement, HP is required to contractually obligate, in writing, third parties to comply with specific terms and conditions relating to installation of licensed software.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. License Grant. Subject to the terms and conditions of this Agreement, HP grants to [PRE-INSTALL HP] a nonexclusive, nontransferable, worldwide license right to only preinstall the Licensed Program(s) in object code form on the hard disk of HP's personal computers identified in Attachment B ("HP Customer Systems") to this Agreement.

2. License Restrictions. The license rights granted to [PRE-INSTALL HP] are subject to the following restrictions:

a. [PRE-INSTALL HP] shall not reverse engineer, decompile or disassemble any Licensed Program(s).

b. [PRE-INSTALL HP] shall only preinstall Licensed Program(s) on HP's Customer System(s).

c. [PRE-INSTALL HP] shall place a notice over either the Customer System power switch in the "off" position or the power inlet connector which informs the end user that turning on the Customer System indicates acceptance of the terms of the end user license agreement ("EULA"), or such other procedure as is permitted by the MS/HP License Agreement and authorized by HP.

d. [PRE-INSTALL HP] shall perform preinstallation of Licensed Program(s) only on [PRE-INSTALL HP's] premises by [PRE-INSTALL HP] employee.

3. Copyright and Patent Notices. [PRE-INSTALL HP] will not remove any copyright, trademark or patent notice that appears on the Licensed Program(s) as delivered by HP.

4. Confidentiality. [PRE-INSTALL HP] expressly undertakes to retain in confidence all information and know-how transmitted to [PRE-INSTALL HP] by HP that HP 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 to HP or MS, and

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EXHIBIT Z  
(Continued)

will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, [PRE-INSTALL HP] shall have no obligation to maintain the confidentiality of information that is independently developed by [PRE-INSTALL HP]. Further, [PRE-INSTALL HP] may disclose confidential information as required by governmental or judicial order, provided [PRE-INSTALL HP] gives HP prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure. [PRE-INSTALL HP] shall treat all Licensed Program adaptation materials (including source code) as confidential information and shall not disclose, disseminate or distribute such materials to any third party without HP's and/or MS' prior written permission. [PRE-INSTALL HP] shall treat the terms and conditions of this Agreement as confidential; however, [PRE-INSTALL HP] may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of (PRE-INSTALL HP's) business. [PRE-INSTALL HP's] obligation under this Section 4 shall extend until the earlier of such time as the information protected hereby is in the public domain through no fault of [PRE-INSTALL HP] or ten (10) years following termination or expiration of this Agreement.

5. Audits.

a. During the term of this Agreement, [PRE-INSTALL HP] agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Licensed Program(s) preinstalled.

b. HP or MS may cause an audit to be made of the applicable [PRE-INSTALL HP] records and facilities in order to verify [PRE-INSTALL HP's] compliance with the terms of this Agreement and to verify statements issued by [PRE-INSTALL HP] 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 HP or MS (other than on a contingent fee basis) and shall be conducted during regular business hours at [PRE-INSTALL HP's] offices and in such a manner as not to interfere with [PRE-INSTALL HP's] normal business activities. Any such audit shall be paid for by HP or 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 was reported. If Material discrepancies are disclosed, [PRE-INSTALL HP] agrees to pay HP or 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 discloses a Material discrepancy.

c. Neither the right to examine and audit nor the right to receive 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 a right.

d. In the event that HP or MS makes any claim with respect to an audit, upon [PRE-INSTALL HP's] request HP or MS will make available to [PRE-INSTALL HP] the records and reports pertaining to such audit prepared by HP or MS' independent auditor.

6. Obligations Upon Termination. Within thirty (30) days after earlier of: (i) termination or expiration of this Agreement; or (ii) notice to [PRE-INSTALL HP] from HP of termination or expiration of the MS/HP License Agreement, [PRE-INSTALL HP] shall return the preinstallation "master" and any Licensed Program(s) in its possession or under its control to HP. From and after termination or expiration, [PRE-INSTALL HP] shall not use internally nor employ any Licensed Program(s) as part or portion of any Licensed Program that [PRE-INSTALL HP] may use, sell, assign, lease, license or transfer to third parties. [PRE-INSTALL HP] shall cease and desist from all use of any Licensed Program(s)

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name(s) and associated trademark(s) and, upon request, deliver to HP or its authorized representatives or destroy all material upon which the Licensed Program(s) name(s) and the associated trademark(s) appear.

7. MS Intended Third Party Beneficiary. [PRE-INSTALL HP] hereby acknowledges that MS is an intended third party beneficiary of this Agreement with rights to enforce any of the terms and conditions contained herein.

8. Attorneys' Fees. [PRE-INSTALL HP] agrees to pay HP's or MS' attorneys' fees if [OEM] or MS employ attorneys to enforce any rights of this Agreement.

9. Term. This Agreement shall commence on the Effective Date and continue until the earlier of termination or expiration of the MS/HP License Agreement or termination or expiration of this Agreement as agreed by HP and [PRE-INSTALL HP].

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.

HEWLETT-PACKARD COMPANY

[PRE-INSTALL HP]

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Exhibit to the License Agreement dated May 23, 1988 between MICROSOFT CORPORATION and HEWLETT-PACKARD COMPANY.

(Added by Amendment No. 18 dated October 29, 1993.)

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