

Amendment No. 15 to the License Agreement between  
HEWLETT-PACKARD and MICROSOFT CORPORATION  
Dated May 23, 1988, License Agreement No. 1172-8158

SIGNED COPY

This License Amendment (the "Amendment") is made and entered into this day of April 1, 1992 (EFFECTIVE DATE of this Amendment) by and between MICROSOFT CORPORATION ("MS") a Delaware corporation and HEWLETT-PACKARD COMPANY ("HP") a California corporation, and shall modify, amend and to the extent of any inconsistency supersede the terms and conditions of the Master Software License Agreement for Microsoft Systems and Applications Software Products between the parties dated May 23, 1988 and referenced as contract No. 1172-8158.

The parties hereto agree as follows:

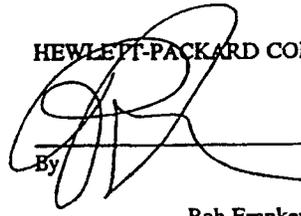
1. Replace Exhibits C1, C2, C3, C7, C25, C28, C32 and M in their entirety with the attached Exhibits. Add Exhibits C3A, and C41.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their duly authorized representatives.

MICROSOFT CORPORATION

HEWLETT-PACKARD COMPANY

By 

By 

Name (Print) Jeff Lum

Name (Print) Bob Frankenberg

Title OEM Sales Director

Title Vice President

Date 4/15/92

Date \_\_\_\_\_

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

HIGHLY CONFIDENTIAL

Plaintiff's Exhibit  
**7504**  
Comes V. Microsoft

PLAINTIFF'S EXHIBIT  
1321  
C.A. No. 2:96CV645B

MS 0065358  
CONFIDENTIAL

EXHIBIT C1

LICENSED PROGRAM: Microsoft® OS/2® (DOMESTIC USA VERSION)

8195

VERSION NO: 1.X, 2.X

LICENSED PROGRAM DELIVERABLES:

- (a) Licensed Program in Object Code form.
- (b) Standard Documentation in series numbers 0786-1Z that MS delivers with the Licensed Program.

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s).

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) HP agrees to pay MS a royalty of Forty Dollars (US \$40.00) for each full or partial copy of Licensed Program Version 1.X and Forty Dollars (US \$40.00) for each full or partial copy of Licensed Program Version 2.0, including update(s), release(s) and version(s), licensed or otherwise distributed by or for HP during the term of this Agreement.

(b) HP's report shall specify the number of copies of Licensed Program, including update(s), release(s) and version(s), licensed or otherwise disposed of by HP during that calendar quarter, and shall be signed by a duly authorized representative of HP. In the event that no copies are licensed or otherwise disposed of by or for HP during a calendar quarter, HP shall indicate this on the royalty report.

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PACKAGED PRODUCT OPTION

(a) In addition to HP's replicated rights under this Agreement, HP may elect to purchase packaged versions of Product directly from MS.

(b) The total per unit price for each unit of License Program Version 1.X Packaged Product shall be Sixty Five Dollars (US\$65.00), which shall consist of a Bill of Materials Cost of Twenty Five Dollars (US\$25.00) plus a per unit royalty cost of Forty Dollars (US\$40.00). Payment terms for the Bill of Materials Cost component shall be net thirty (30) days from date of invoice. The Product per unit royalty cost component shall be recouped against any prepaid royalties accrued under Exhibit C2. HP shall report royalty cost components for packaged product with its quarterly royalty reports.

PRODUCT ORDERS, PAYMENT AND SUPPORT

(a) Each HP order must be in writing for a minimum of thirty (30) copies of Product. All orders shall be in increments of ten (10) units. Payment terms shall be net thirty (30) days:

(i) made payable to the order of MS;

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

(iii) which clearly indicates the quantity, version number and media type of the Product being ordered.

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As amended April, 1992. Amendment #15

MS-PCA 1194407  
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EXHIBIT C1  
(Continued)

Orders received without the required associated payment will not be processed. Orders must be placed at least thirty (30) days prior to the request shipment date. Requests to decrease an order or to delay shipment must be made in writing at least thirty (30) days in advance of the previously scheduled shipping date.

(b) MS will ship the Product to the address(es) indicated by HP at the time the order is placed. MS may select the carrier of its choice for Product shipments to HP. In the event of Product shortages, MS shall have the right to allocate available supplies among its customers.

(c) MS may refuse to fill any HP order(s) if HP fails to strictly comply with Section 6.

(d) MS may, with ninety (90) days prior notice to HP, elect to cancel the production of Product. Any monies paid by HP to MS for orders of Product received by MS after MS' cancellation will be returned to HP.

ADDITIONAL PROVISIONS:

(a) HP shall neither: (i) market modifications which allow the Licensed Program(s), nor (ii) otherwise enable Licensed Program(s), to execute contemporaneously or in conjunction with any other operating system on any CUSTOMER SYSTEM, without an amendment to this Agreement permitting such actions.

(b) Notwithstanding the provisions of Section 1.8 and 4.1, versions after Version 1.3 shall not be available to HP under this Agreement unless MS offers such version(s) as general OEM releases as defined in Section 2.1.

(c) HP may license the Licensed Program only for use in single user configurations except when in conjunction with the Licensed Program described in Exhibit C6 of this Agreement.

(d) HP will cause to appear on the Licensed Program package container visible to the end user and disk labels of each copy of the following patent notice:

Patent Nos. 4,825,358 and 4,779,187

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

(e) For purposes of Sections 7.7 and 7.8 of this Agreement, this Licensed Program has not been licensed under the preexisting Agreement between HP and MS.

(f) Notwithstanding anything to the contrary in Section 16.2, HP shall order Microsoft OS/2 Version 2.0 in a minimum quantity of thirty (30) units.

ATM RASTERIZER AND TYPEFONTS (For OS/2 Version 1.3 and 2.0):

(a) HP shall use only the name "Adobe Type Manager" or "ATM" to identify the font rasterizer contained in the Licensed Program.

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EXHIBIT C1  
(Continued)

(b) HP shall use only the names provided in the Licensed Program code and documentation to identify the typefonts contained in the Licensed Program (e.g., Times New Roman, Helvetica).

(c) Notwithstanding anything in this Agreement to the contrary, HP shall not create derivative works based on the typefonts or remove the typefonts from the Licensed Program.

(d) The typefonts provided in the Licensed Program are licensed by MS from third party vendors, and therefore MS' license of such typefonts to HP under Section 4 of this Agreement shall terminate when MS' license from its vendor(s) terminates; provided MS shall give HP at least thirty (30) days prior written notice of such a termination.

HARDWARE SUPPORT:

The Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

UPGRADES TO CUSTOMER BASE:

As to any release or version provided to HP under Section 1.8, MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to HP's existing customers of the Licensed Program.

HP is required to comply with the following if for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a) HP may offer upgrade releases only on a replacement basis;

(b) HP's royalty report shall state the number of copies of each upgrade release shipped to customers.

In the event MS established a Zero Dollar (US \$0.00) upgrade release royalty rate and HP elects, subject to the above conditions, to take advantage of such rate, then HP shall offer such upgrade release to its customers for no more than HP's reasonable costs of material, manufacture, postage and handling.

COPYRIGHT NOTICE:

Version 1.1 COPYRIGHT © MICROSOFT CORPORATION, 1981-1988. All rights reserved.  
Version 1.2 COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.  
Version 1.3 COPYRIGHT © MICROSOFT CORPORATION, 1981-1991. All rights reserved.  
Version 2.0 COPYRIGHT © MICROSOFT CORPORATION, 1981-1992. All rights reserved.

LICENSED PROGRAM NAME(S) AND ASSOCIATED TRADEMARK(S):

MS® OS/2®

Microsoft® OS/2®

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MS 0065361  
CONFIDENTIAL

EXHIBIT C1  
(Continued)

For Version 1.3, OS/2 is a registered trademark licensed to Microsoft Corporation. When using "OS/2", "Operating System/2", or "Presentation Manager" (collectively "Third Party Trademarks") to identify the Licensed Program, HP agrees to use the appropriate trademark symbol (either ® or ™ in a superscript) whenever the Third Party Trademark first appears in any packaging, documentation, advertising or other promotional materials. HP shall also display a footnote that reads as follows:

"OS/2 and Operating System/2 are registered trademarks and Presentation Manager is a trademark licensed to Microsoft Corporation."

The following third party trademarks shall be marked and footnoted in accordance with Section 8 of the Agreement:

Adobe®  
Adobe Type Manager®  
ATM®  
Helvetica®  
Times New Roman®  
Linotype®  
Monotype®

Adobe, Adobe Type Manager and ATM are registered trademarks of Adobe Systems Incorporated.

Helvetica and Linotype are registered trademarks of Linotype AG.

Monotype and Times New Roman are trademarks of the Monotype Corporation PLC.

PAYMENT SCHEDULES AND MINIMUM COMMITMENTS:

Earned Royalties for Licensed Program shipped under this exhibit will be applied to the Umbrella Minimum Commitment defined in Exhibit C2.

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

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EXHIBIT C2

8195

LICENSED PROGRAM:

Microsoft® MS-DOS® (Domestic USA, French, German, Spanish, Swedish, Dutch, Italian, Kanji, Korean, Taiwanese.)

VERSION NO.:

Microsoft® MS-DOS® Version(s) 3.1, 3.2, 3.3, 4.0, (includes GWBasic).  
Microsoft® MS-DOS® Version 5.0 includes QBasic™ Interpreter) and all subsequent version(s) and releases.

LICENSED PROGRAM DELIVERABLES:

- (a) Licensed Programs 3.X and 4.X have been delivered pursuant to MS contract 1172-3208.
- (b) Version 5.0, Licensed Program in Object Code form.

Standard Documentation  
MS-DOS User's Guide  
MS-DOS User's Reference

Document Number  
D781-5Z  
D707-5Z

Translations  
French  
German  
Spanish  
Swedish  
Dutch  
Italian  
Kanji  
Korean  
Taiwanese\*

Document Number  
D781-5F, D707-5F  
D781-5D, D707-5D  
D781-5SE, D707-5SE  
D781-5S, D707-5S  
D781-5NL, D707-5NL  
D781-5I, D707-5I  
D781-5J, D707-5J  
D781-5K, D707-5K, D782-5K

\*will be provided when available

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LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s).

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, HP agrees to pay MS a royalty, at the applicable rate specified below, multiplied by the sum 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, plus (ii) the number of full or partial copies of Licensed Program in excess of the number of Customer Systems shipments reported in (a) (i) above, including "updates" and "versions", for each licensed version of Licensed Program, licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System.

Customer System  
Exhibit M2

Royalty Rate (US\$)  
\$10.00 ✓

MS 0065363  
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As amended April, 1992. Amendment #15

MS-PCA 1194411  
CONFIDENTIAL

EXHIBIT C2  
(Continued)

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above or (c) below, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) Prior to commencement of the Third Period identified in this Exhibit, HP may elect to pay MS a per copy royalty rate of Fifteen Dollars (\$15.00) in lieu of the royalty-rate in ROYALTY PAYMENTS AND REPORTING REQUIREMENTS (a) above, provided that HP (i) increases its minimum commitment for each such period to Two Million Seven Hundred Sixty Thousand Dollars (\$2,760,000) for MS-DOS only; and (ii) makes such intentions known to MS in writing at least thirty (30) days in advance of the anniversary date. In the event HP elects to change its MS-DOS minimum commitment as provided in (i) above, the parties shall negotiate in good faith a new royalty and a separate minimum commitment schedule for MS Windows within thirty (30) days of the anniversary date.

HARDWARE SUPPORT:

This Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

ADDITIONAL PROVISIONS

(a) HP may license the Licensed Program only for use in single user configurations.

(b) The total reportable units may be reduced by the reported OS/2 Licensed Programs (Exhibits C1 and C28) shipped within the same quarter.

COPYRIGHT NOTICE:

Version 3.1	COPYRIGHT © MICROSOFT CORPORATION, 1981-1984. All rights reserved.
Version 3.2	COPYRIGHT © MICROSOFT CORPORATION, 1991-1986. All rights reserved.
Version 3.3	COPYRIGHT © MICROSOFT CORPORATION, 1981-1987. All rights reserved.
Version 4.01	COPYRIGHT © MICROSOFT CORPORATION, 1981-1988. All rights reserved.
Version 5.0	COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS®  
QBasic™ Interpreter

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8195

EXHIBIT C2  
(Continued)

PAYMENT SCHEDULES AND UMBRELLA MINIMUM COMMITMENT:

First Period of this Amendment to the Agreement:

HP agrees to pay a minimum of One Million Seven Hundred Twenty Thousand Dollars (US\$1,720,000) for Licensed Program(s) licensed under this Exhibit within the first period of this Amendment to the Agreement as described below. The Minimum Commitment Schedule listed sets forth the minimum cumulative amounts of payments which HP shall make to MS during the first period of this Agreement. To the extent that actual royalties exceed the cumulative minimum commitment payments, HP shall pay MS for actual royalties less the following prepaid royalty allowances:

Prepaid royalties for OS/2 (Exhibits C1, C28), MS-DOS Shell (Exhibits C25, C29), MS-DOS (Exhibit C2), and MS Windows (Exhibit C3), are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to the following caps:

First quarter	\$250,000.00 (April 1, 1991 through June 30, 1991)
Second quarter	\$125,000.00 (July 1, 1991 through September 30, 1991)
Third quarter	\$75,000.00 (October 1, 1991 through December 31, 1991)
Fourth quarter	\$50,000.00 (January 1, 1992 through March 31, 1992)

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 for OS/2, MS-DOS, MS-DOS Shell, and Windows during the term of this Agreement.

MINIMUM COMMITMENT SCHEDULE  
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
June 30, 1991, hereafter the "FIRST PAYMENT" ✓	\$400,000.00	\$400,000.00
3 months after the FIRST PAYMENT	\$440,000.00	\$840,000.00
6 months after the FIRST PAYMENT	\$440,000.00	\$1,280,000.00
9 months after the FIRST PAYMENT	\$440,000.00	\$1,720,000.00
Total First Period Minimum Commitment	<u>\$1,720,000.00</u>	<u>\$1,720,000.00</u> ok

The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

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MS 0065365  
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As amended April, 1992. Amendment #15

MS-PCA 1194413  
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EXHIBIT C2  
(Continued)

Second Period of this Amendment to the Agreement

HP agrees to pay a minimum of Three Million Five Hundred Fifteen Thousand Dollars (US\$3,515,000) for Licensed Program(s) licensed under this Exhibit within the second period of this Amendment to the Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP 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 for OS/2, MS-DOS, MS-DOS Shell, and MS Windows during the term of this Agreement.

(Prepaid royalties for OS/2 (Exhibits C1, C29), MS-DOS Shell (Exhibits C25, C29), MS-DOS (Exhibit C2), and MS Windows (Exhibit C3), are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to the following caps:

Fifth quarter	\$75,000.00 (April 1, 1992 through June 30, 1992)
Sixth quarter	\$75,000.00 (July 1, 1992 through September 30, 1992)
Subsequent quarters	\$50,000.00

MINIMUM COMMITMENT SCHEDULE  
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
12 months after the FIRST PAYMENT <i>4/30/92</i>	\$878,750.00	\$878,750.00
15 months after the FIRST PAYMENT <i>10/30/92</i>	\$878,750.00	\$1,757,500.00
18 months after the FIRST PAYMENT <i>9/30/92</i>	\$878,750.00	\$2,636,250.00
21 months after the FIRST PAYMENT	\$878,750.00	\$3,515,000.00
Total Second Period Minimum Commitment	<u>\$3,515,000.00</u>	<u>\$3,515,000.00</u>

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The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

EXHIBIT C2

(Continued)

Third Period of this Amendment to the Agreement

HP agrees to pay a minimum of Three Million Three Hundred Eighty Thousand Dollars (US\$3,380,000) for Licensed Program(s) licensed under this Exhibit within the third period of this Amendment to the Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the Third Period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP 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 for OS/2, MS-DOS, MS-DOS Shell, and MS Windows during the term of this Agreement.

(Prepaid royalties for OS/2 (Exhibits C1, C28), MS-DOS Shell (Exhibits C25, C29), MS-DOS Exhibit C2), and MS Windows (Exhibit C3), are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to a Fifty Thousand Dollar (\$50,000) cap per quarter.)

*very*

MINIMUM COMMITMENT SCHEDULE  
(THIRD PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
24 months after the FIRST PAYMENT	\$845,000.00	\$845,000.00
27 months after the FIRST PAYMENT	\$845,000.00	\$1,690,000.00
30 months after the FIRST PAYMENT	\$845,000.00	\$2,535,000.00
33 months after the FIRST PAYMENT	\$845,000.00	\$3,380,000.00
Total Third Period Minimum Commitment	<u>\$3,380,000.00</u>	<u>\$3,380,000.00</u>

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The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

EXHIBIT C2  
(Continued)

Fourth Period of this Amendment to the Agreement

HP agrees to pay a minimum of Three Million Three Hundred Eighty Thousand Dollars (US\$3,380,000) for Licensed Program(s) licensed under this Exhibit within the fourth period of this Amendment to the Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which HP shall make to MS during the Fourth Period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, HP 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 for OS/2, MS-DOS, MS-DOS Shell, and MS Windows during the term of this Agreement.

(Prepaid royalties for OS/2 (Exhibits C1, C28), MS-DOS Shell (Exhibits C25, C29), MS-DOS Exhibit C2), and MS Windows (Exhibit C3), are recoupable against those earned royalties which exceed cumulative minimum commitment payments subject to a Fifty Thousand Dollar (\$50,000) cap per quarter.)

MINIMUM COMMITMENT SCHEDULE  
(FOURTH PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments</u>
36 months after the FIRST PAYMENT	\$845,000.00	\$845,000.00
39 months after the FIRST PAYMENT	\$845,000.00	\$1,690,000.00
42 months after the FIRST PAYMENT	\$845,000.00	\$2,535,000.00
45 months after the FIRST PAYMENT	\$845,000.00	\$3,380,000.00
Total Fourth Period Minimum Commitment	<u>\$3,380,000.00</u>	<u>\$3,380,000.00</u>

The date of payment for the above calendar quarter amounts shall coincide with the schedule set forth in Section 7 of this Agreement.

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

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MS 0065368  
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As amended April, 1992. Amendment #15

MS-PCA 1194416  
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EXHIBIT C3 (PER SYSTEM)

LICENSED PROGRAM:

Microsoft® Windows™

879 5

VERSION NO.: 3.X

LICENSED PROGRAM DELIVERABLES:

- (a) Licensed Program in Object Code form
- (b) Standard User Documentation that MS delivers under Product number 770-300-Z05.
- (c) Translations: (Domestic U.S., French, German, Spanish, Dutch, Swedish, Italian, Korean, Kanji, Taiwanese)

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, 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 update(s) and version(s), licensed or otherwise disposed of by HP during the term of this Agreement for use with such Customer System(s) notwithstanding Section 2.5.1.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M-3	\$27.00 / 2.5 <sup>20</sup>

In the event HP elects to distribute Product pre-installed on Customer System hard drive, then the above royalties shall be reduced by Two Dollars (US\$2.00) for those Customer Systems on which the Product is pre-installed.

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) HP may propose to add additional Customer Systems to Exhibit M3 by giving MS Thirty (30) days prior written notice. MS and HP shall mutually agree whether or not to add such Customer Systems.

ROYALTIES FOR UPGRADES:

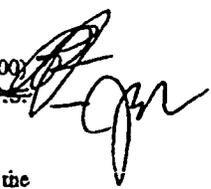
In the event HP distributes an upgrade of Product, HP agrees to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (i.e., the initial royalty stated above plus increases, if any, for new "versions") for each full or partial copy of the Product, including "updates" and "versions" (as defined in Section 1.8 of the Agreement), licensed or otherwise disposed of by HP as an upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

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EXHIBIT C3 (PER SYSTEM)  
(continued)

ADDITIONAL PROVISIONS:

(a) Once HP ships and reports Customer System(s) shipping under this Exhibit, prepaid royalties for previous releases and versions of Licensed Program may be recouped against earned royalties, subject to the time period specified in (a) above.

(b) If HP's quarterly shipments of the Licensed Program exceed twenty-five thousand (25,000) units during either the quarter ending June 30, 1992 or the quarter ending September 30, 1992, the ~~royalty~~ royalty rate for that quarter only shall be reduced to Twenty Four Dollars (US\$24.00). 

(c) Within thirty (30) days of September 30, 1992, and thereafter within thirty (30) days of the last day of subsequent quarters, HP may elect to increase its annual minimum commitment level for the Licensed Program and receive a lower royalty as follows (or as otherwise mutually agreed upon by the parties):

<u>Annual Minimum Unit Commitment</u>	<u>Per System Royalty Rate (US\$)</u>
100,000	\$24.00
125,000	\$22.00
150,000	\$21.00
200,000	\$20.00

(d) Should MS decrease its general OEM pricing for the Licensed Program during the term of the Minimum Commitment Schedule as set forth in Exhibit C2, MS agrees to lower HP's royalty rate for the Licensed Program accordingly.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985 - 1992. All rights reserved.

LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® Windows™ Graphical Environment

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

MS 0065370  
CONFIDENTIAL

As amended April, 1992. Amendment #15

MS-PCA 1194418  
CONFIDENTIAL

EXHIBIT C3A (PER COPY)

LICENSED PROGRAM: Microsoft Windows™

VERSION NO: 3.X

8195

LICENSED PROGRAM DELIVERABLES:

- (a) Licensed Program in object code form.
- (b) Standard User Documentation that MS delivers under Product number 770-300-Z05.
- (c) Translations: (Domestic U.S., French, German, Spanish, Dutch, Swedish, Italian, Korean, Kanji, Taiwanese)

LICENSED PROGRAM SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) HP agrees to pay MS a royalty, at the applicable rate set forth below, for each full or partial copy of Product, including "updates" and "versions", licensed or otherwise disposed of by HP during the term of this Agreement.

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M	\$40.00

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above, HP agrees to pay MS the royalty set forth in Section 7.4.

(c) HP's report shall specify the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for HP during that calendar quarter. In the event that no copies were licensed or otherwise disposed of by or for HP during a calendar quarter, HP shall indicate this on the royalty report.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® Windows™ operating system

ROYALTIES FOR UPGRADES:

In the event HP distributes an upgrade of Product, HP agrees to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (i.e., the initial royalty stated above plus increases, if any, for new "versions") for each full or partial copy of the Product, including "updates" and "versions" (as defined in Section 1.8 of the Agreement), licensed or otherwise disposed of by HP as an upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

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

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EXHIBIT C7

LICENSED PROGRAM: HIL Mouse Driver

VERSION NO: 1.0 through 7.04 inclusive (DOMESTIC USA VERSION)

LICENSED PROGRAM DELIVERABLES:

This Licensed Program has been delivered pursuant to MS contract #1172-3208.

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s).

ROYALTY PRICING:

(a) Per System: \$.375 Per Copy: \$.75

(b) For purposes of payment or royalties due for the Licensed Program the CUSTOMER SYSTEM(S) shall be as described in Exhibit M.

ADDITIONAL PROVISIONS:

(a) HP may license the Licensed Program only for use in single user configurations.

(b) For the 7.04 driver, MS will provide support to HP for one (1) year from the Effective Date of this Amendment.

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LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK: Microsoft® Mouse Driver

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

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MS 0065372  
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As amended April, 1992. Amendment #15

MS-PCA 1194420  
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EXHIBIT C25

8195

LICENSED PROGRAM:

Microsoft® MS-DOS® Shell (Domestic USA, French, German, Spanish, Kanji, Swedish, Dutch, Italian, Korean, Taiwanese)

VERSION NO.: 1.0, 5.0 and all subsequent versions and releases.

LICENSED PROGRAM DELIVERABLES:

(a) Licensed Program in Object Code form.

(b) <u>Standard Documentation</u>	<u>Document Number</u>
MS-DOS Programmer's Reference	D782-5Z

<u>Translations</u>	<u>Document Number</u>
French	D782-5F
German	D782-5D
Spanish	D782-5SE
Kanji	D782-5J
Dutch	D782-5NL
Swedish	D782-5S
Italian	D782-5I
*Korean	
*Taiwanese	

\*HP acknowledges that these versions will be licensed to HP only if and when made available.

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s).

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, HP agrees to pay MS a royalty, at the applicable rate specified below, multiplied by the sum 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, plus (ii) the number of full or partial copies of Licensed Program in excess of the number of Customer Systems shipments reported in (a)(i) above, including "updates" and "versions", for each licensed version of Licensed Program, 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	\$2.00

(b) If the Licensed Program licensed for use with HP's Customer System(s) is a translated (changed to a different foreign language) version of the Licensed Program, then, in addition to the royalty payable in Section (a) above or (c) below, HP agrees to pay MS the royalty set forth in Section 7.4.

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EXHIBIT C25  
(Continued)

(c) Prior to commencement of the Third Period identified in Exhibit C2, HP may elect to pay MS a per copy royalty rate of Three Dollars (US\$3.00) in lieu of the royalty rate in ROYALTY PAYMENTS AND REPORTING REQUIREMENTS (a) above, provided that HP makes such intentions known to MS in writing at least thirty (30) days in advance of the respective anniversary date.

ADDITIONAL PROVISIONS:

MS may license the Licensed Program only for use in single user configurations.

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LICENSED PROGRAM NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS® Shell

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

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EXHIBIT C28

8195

LICENSED PROGRAM: Microsoft® OS/2® (FRENCH and GERMAN VERSIONS)

VERSION NO.: 1.X, 2.X

LICENSED PROGRAM DELIVERABLES:

- |  |                |
|--|----------------|
| (a) Licensed Program in Object Code form | Number:        |
| (b) Document:                            | 87230-110-00-1 |
| French End User Documentation            | 87330-110-00-1 |
| German End User Documentation            |                |

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced manual(s).

ROYALTY PRICING:

Version 1.X, 2.0  
Per Copy: \$46.00 (Includes 15% uplift per paragraph 7.4)  
(Standard US Royalty is \$40.00)

PACKAGED PRODUCT OPTION

(a) In addition to HP's replicated rights under this Agreement, HP may elect to purchase packaged versions of Product directly from MS.

(b) The total per unit price for each unit of License Program Version 1.X Packaged Product shall be Seventy Four Dollars and Seventy Five Cents (US\$74.75), which shall consist of a Bill of Materials Cost of Twenty Eight Dollars and Seventy Five Cents (US\$28.75) plus a per unit royalty cost of Forty Six Dollars (US\$46.00). Payment terms for the Bill of Materials Cost component shall be net thirty (30) days from date of invoice. The Product per unit royalty cost component shall be recouped against any prepaid royalties accrued under Exhibit C2. HP shall report royalty cost components for packaged product with its quarterly royalty reports.

PRODUCT ORDERS, PAYMENT AND SUPPORT

(a) Each HP order must be in writing for a minimum of thirty (30) copies of Product. All orders shall be in increments of ten (10) units. Payment terms shall be net thirty (30) days:

- (i) made payable to the order of MS;
- (ii) in the amount of all monies due for such order; and
- (iii) which clearly indicates the quantity, version number and media type of the Product being ordered.

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

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EXHIBIT C28  
(Continued)

(b) MS will ship the Product of the address indicated by HP at the time the order is placed. HP may maintain only one (1) shipping address. MS may select the carrier of its choice for Product shipments to HP. In the event of Product shortages, MS shall have the right to allocate available supplies among its customers.

(c) MS may refuse to fill any HP order(s) if HP fails to strictly comply with Section 6.

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

COPYRIGHT NOTICE:

French Version 1.1 COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.  
French Version 1.2 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.  
French Version 2.0 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.  
German Version 1.1 COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.  
German Version 1.2 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.  
German Version 2.0 COPYRIGHT © MICROSOFT CORPORATION, 1981-1990. All rights reserved.

HARDWARE-SUPPORT:

The Licensed Program will support HP hardware in accordance with Section 5.5 of this Agreement.

UPGRADES TO CUSTOMER BASE:

As to any release or version provided to HP under Section 1.8, MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to HP's existing customers of the Licensed Program.

HP is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a) HP may offer upgrade releases only on a replacement basis;

(b) HP's royalty report shall state the number of copies of each upgrade release shipped to customers.

In the event MS establishes a Zero Dollar (US\$0.00) upgrade release royalty rate and HP elects, subject to the above conditions, to take advantage of such rate, then HP shall offer such upgrade release to its customers for no more than HP's reasonable costs of material, manufacture, postage and handling.

HP plans releases of OS/2 between release 1.0 and 1.1 (which HP will designate for its own use as "1.0A and 1.0B") to add support for HP specific hardware. HP intends to upgrade customers from release 1.0A to 1.0B, from 1.0B to 1.1, and from 1.0A to 1.1. No royalty fee shall be assessed for these upgrades if HP makes available to customers at or below the actual costs to manufacture and distribute the upgrades. Should HP make these upgrades available to customers with the intent of making a profit, then a royalty fee will be assessed. The royalty will be negotiated in good faith.

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As amended April, 1992. Amendment #15

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EXHIBIT C28  
(Continued)

ADDITIONAL PROVISIONS:

(a) For purposes of Section 7.7 and 7.8 of this Agreement, this Licensed Program has not been licensed under the preexisting Agreement between HP and MS.

(b) Pursuant to Section 8.1 of this Agreement, HP shall not add its name or an HP product description to the Licensed Program title.

(c) HP may license the Licensed Program only for use in single user configurations.

(d) Notwithstanding the provisions of Section 1.9 and 4.1, versions after Version 1.3 shall not be available to HP under this Agreement unless MS offers such version(s) as general OEM releases as defined in Section 2.1.

ATM RASTERIZER AND TYPEFONTS (For Version 1.3):

(a) HP shall use only the name "Adobe Type Manager" or "ATM" to identify the font rasterizer contained in the Licensed Program.

(b) HP shall use only the names provided in the Licensed Program code and documentation to identify the typefonts contained in the Licensed Program (e.g., Times New Roman, Helvetica).

(c) Notwithstanding anything in this Agreement to the contrary, HP shall not create derivative works based on the typefonts or remove the typefonts from the Licensed Program.

(d) The typefonts provided in the Licensed Program are licensed by MS from third party vendors, and therefore MS' license of such typefonts to HP under Section 4 of this Agreement shall terminate when MS' license from its vendor(s) terminates; provided MS shall give HP at least thirty (30) days prior written notice of such a termination.

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Version 1.2    COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.  
Version 1.3    COPYRIGHT © MICROSOFT CORPORATION, 1981-1991. All rights reserved.  
Version 2.0    COPYRIGHT © MICROSOFT CORPORATION, 1981-1992. All rights reserved.

LICENSED PROGRAM NAME(S) AND ASSOCIATED TRADEMARK(S):

MS® OS/2®

Microsoft® OS/2®

For Version 1.3, OS/2 is a registered trademark licensed to Microsoft Corporation.

When using "OS/2", "Operating System/2", or "Presentation Manager" (collectively "Third Party Trademarks") to identify the Licensed Program, HP agrees to use the appropriate trademark symbol (either "®" or "™" in a superscript) whenever the Third Party Trademark first appears in any packaging, documentation, advertising or other promotional materials. HP shall also display a footnote that reads as follows:

EXHIBIT C28  
(Continued)

"OS/2 and Operating System/2 are registered trademarks and Presentation Manager is a trademark licensed to Microsoft Corporation."

The following third party trademarks shall be marked and footnoted in accordance with Section 8 of the Agreement:

Adobe®  
Adobe Type Manager®  
Helvetica®  
Times New Romano Linotype®  
Monotype®

Adobe, Adobe Type Manager and ATM are registered trademarks of Adobe Systems Incorporated.

Helvetica and Linotype are Registered trademarks of Linotype AG.

Monotype and Times New Roman are trademarks of the Monotype Corporation PLC.

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

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EXHIBIT C32

LICENSED PROGRAM: Mouse Drivers and Utilities for Microsoft OS/2 and MS-DOS

VERSION NO: 8.X (DOMESTIC AND TRANSLATED VERSIONS)

LICENSED PROGRAM DELIVERABLES:

Machine readable copy of Microsoft Mouse User's Guide and driver software	737-820-X01
Mouse.sys	English.lan
CPanel.com	Deutsch.lan
MSetup.com	Espanol.lan
Mousepro.fil	Nederl.lan
Mouse.com	Francais.lan
Setspeed.exe	Italiano.lan
OS/2mouse.sys	Suomi.lan
Svenska.lan	2-24six.sty
Copyrgt.doc	Dutch.doc
Finnish.doc	French.doc
German.doc	Italian.doc
Normal.gly	Spmouse.doc
Swedish.doc	Mreadme.doc

0079

LICENSED PROGRAM SPECIFICATIONS:

The Licensed Program will have features as specified in the above-referenced machine readable copy.

ROYALTY PRICING:

\$5.65 for each unit of Microsoft Serial-PS/2 Interface Chip shipped by or for HP. MS agrees that it shall not raise this \$5.65 royalty for the life of the patent following execution of the amendment to which this Exhibit C32 is attached. MS agrees to negotiate in good faith, lower royalty pricing based on HP's commitment to ship minimum quantities.

ADDITIONAL PROVISIONS:

(a) MS grants to HP the worldwide right to use any version of the Microsoft Serial-PS/2 interface chip, also known as "Bobcat", in the manufacture of HP Mice. HP may use any manufacturer they wish including Mitsumi, to manufacture HP Mice. MS shall have no responsibility to supply HP with the interface chip. HP shall be responsible for obtaining and purchasing the interface Chip at its sole expense.

(b) MS hereby grants to HP a nonexclusive, nontransferable license under Patent Number: Des. 302,426 to make, have made for sale, use and sell HP Mice having the same ornamental design as HP Mouse C1413A. This license does not authorize HP to sublicense others to manufacture such HP Mice except as contract manufacturers for the account of HP. HP agrees that for a period of three (3) years following execution of the amendment to which this Exhibit C32 is attached, HP will place the following patent marking on all such HP Mice: "U.S. Pat. Des. 302,426." HP shall make no other reference to the patent or to this patent license on its HP Mice or advertisements for the same. A copy of the patent is attached to this Exhibit.

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EXHIBIT C32

(Continued)

(c) HP shall not remove, cover or obscure any mask work notice as it exists on the Interface Chip. HP recognizes that MS has or may seek patent registration for the Interface Chip.

(d) MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTEE WITH RESPECT TO THE INTERFACE CHIP EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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EXHIBIT C38 (PER COPY)

PRODUCT: Microsoft MS-DOS CD-ROM Extensions

VERSION NO: 2.X

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

8177

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation 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) Single User Product. HP agrees to pay MS a royalty of One Dollars Fifty Cents (US\$1.50) for each full or partial copy of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by HP during the term of this Agreement.

(b) Multiple User Product. For each full or partial copy of the Multiple User Product, including Update Releases and Version Releases, licensed or otherwise disposed of by HP during the term of this Agreement, HP agrees to pay MS the single user royalty above for each user up to a maximum of five (5) users plus one-half the single user royalty above for each additional user in excess of five (5) users.

(c) HP's report shall specify the number of copies of Single User Product and Multiple User Product and the number of users per copy of the Multiple User Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for HP during that calendar quarter, and shall be signed by a duly authorized representative of HP. In the event that no copies were licensed or otherwise disposed of by or for HP during a calendar quarter, HP shall indicate this on the royalty report.

ADDITIONAL PROVISIONS:

Notwithstanding the provisions of Section 2, HP may grant the same rights granted to HP by MS under Section 2 to third parties provided that HP and such third parties execute a written agreement which imposes the same terms and conditions on such third parties as those imposed on HP under this Agreement.

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PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® MS-DOS® CD-ROM Extensions

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EXHIBIT M

This Exhibit M describes the Customer Systems on which the MS Licensed Programs may run and which HP has presently elected to include in this Agreement.

SUMMARY DESCRIPTION OF THE DEFINED MODELS

NAME	CPU
Touchscreen II	8088
Portable Plus family	8086
UP 9000, Series 300	68000
HP 9000, Series 800	HP Proprietary Processor HP Proprietary
HP 3000	Processor
Vectra Portable family	8086
Vectra CS family	NEC V30 (8086 compatible)
Vectra ES family	80286
Vectra RS family	80386
HP Vectra QS family	80386
Vectra A	80286
Vectra A+	80286
HP-HIL Card	None
HP LAN Card	None
HP NewWave	None - HP valued added s/w
HP LS family	80286
DOS Coprocessor Card	None
(HP Sketchpro Tablet-mouse driver)	
PS/2 Mouse Driver	None
Vectra 486/25	80486
Vectra 386/25	80386
Vectra 386s/20*	80386
Vectra 286/12	80286
Vectra 486/33T	80486
Vectra 486s/20*	80486
Vectra 386/16N*	80386SX
Vectra 386/20N*	80386SX
Vectra 386/25N	80386SX
Vectra 486/25N	80486SX
Vectra 486/25U*	80486SX
Vectra 486/33U*	80486DX
Vectra 486/50U*	80486DX2
Vectra 486/66U*	80486DX2

\*Denotes new addition this Amendment

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EXHIBIT M3

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 products:

Customer Systems:

HP Vectra 386/16N	D2473B D2472A	US English US English
HP Vectra 386/20N	D2483B D2482A D2484A	US English US English US English
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

HP Textbook 27070A  
HP Textbook 27091A  
HP FASS Family of Systems

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

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