

AMENDMENT

Agmt Zeos Int
51625

**SIGNED
ORIGINAL**

Amendment No. 2
to the License Agreement
Between
ZEOS INTERNATIONAL, LTD. and MICROSOFT CORPORATION
Dated January 1, 1991, Contract No. 4934-0130

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL, LTD. ("COMPANY") dated April 1, 1990 ("Agreement"), is made and entered into this 15th day of January, 1991.

1. Exhibit C1 (MS-DOS 4.01/MS-DOS Shell 1.0 and Windows 3.0) shall be deleted and replaced with attached Exhibit C1 (MS-DOS 4.01/MS-DOS Shell 1.0) and Exhibit C3 (Windows 3.0). Exhibit C1 includes the following provision: "Upon COMPANY's first shipment for revenue of MS-DOS 5.0, Section (a)(i) above shall be deleted.

2. The attached Exhibit C2, Microsoft MS-DOS 5.0, MS-DOS Shell 5.0, is incorporated herein by reference.

3. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

This Amendment shall be null and void unless signed by COMPANY and returned to MS within thirty (30) days of receipt by COMPANY.

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

MICROSOFT CORPORATION

ZEOS INTERNATIONAL, LTD.

By *Michael R. Hallman*

By *[Signature]*

Michael R. Hallman
Name (Print)

G. E. HERRICK
Name (Print)

President
Title

Pres
Title

2/21/91
Date

1-15-91
Date

01/07/91 3139M

PLAINTIFF'S
EXHIBIT
1303
A. No. 2:96CV645B

ENTERED

MS-PCA 1193956
CONFIDENTIAL

MSC 5007937
Highly Confidential

MAR 06 1991
Document Database

MICROSOFT LICENSE NO.
4934-0130

EXHIBIT C1 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS and Shell 1.0

VERSION NO: 4.01

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

MS-DOS Adaptation Kit (German) 787-401-D05
MS-DOS Adaptation Kit (French) 787-401-F05
MS-DOS Adaptation Kit (Spanish) 787-401-E01
MS-DOS Adaptation Kit (Italian) 787-401-I01
MS-DOS Adaptation Kit (Portuguese) 787-401-P01
MS-DOS Adaptation Kit (Dutch) 787-401-NL01
MS-DOS Adaptation Kit (Swedish) 787-401-S01
MS-DOS Adaptation Kit (Chinese) 742-322-CN01

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in series number 410630001-400-R00-1088 that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

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

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M	\$29.00

Upon COMPANY's first shipment for revenue of MS-DOS Version 5.0, Section (a)(i) above shall be deleted.

(b) If the Product licensed for use with COMPANY's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS an additional royalty of Four Dollars and Thirty Five Cents (US\$4.35) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for COMPANY during the term of this Agreement.

EXHIBIT C1 (SYSTEM COMMITMENT)
(Continued)

(c) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product, including Update Releases, Version Releases and Upgrades, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately by processor. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R*N*1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

ROYALTIES FOR UPGRADES:

COMPANY shall 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 Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® MS-DOS.
Microsoft® Shell

Exhibit to the License Agreement dated April 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

(added by Amendment No. 2 dated January 1, 1991)

EXHIBIT C2 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS and Shell
(includes QBasic Interpreter)

VERSION NO: 5.0

FOREIGN LANGUAGE:

	<u>MS-DOS</u>	<u>Shell</u>
*MS-DOS Adaptation Kit (German)	D781-5D	D707-5D
*MS-DOS Adaptation Kit (French)	D781-5F	D707-5F
*MS-DOS Adaptation Kit (Spanish)	D781-5E	D707-5E
*MS-DOS Adaptation Kit (Italian)	D781-5I	D707-5I
*MS-DOS Adaptation Kit (Portuguese)	D781-5P	D707-5P
*MS-DOS Adaptation Kit (Dutch)	D781-5NL	D707-5NL
*MS-DOS Adaptation Kit (Swedish)	D781-5S	D707-5S
*MS-DOS Adaptation Kit (Chinese)	D781-5CN	D707-5CN

*COMPANY acknowledges that these Products will be licensed to COMPANY only if and when made available by MS.

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in series number D781-5Z and D707-5Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement excluding those Customer Systems shipped with copy of MS-DOS 4.01 for which COMPANY pays MS a royalty under Exhibit C1, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M	\$29.00

This Exhibit shall become effective upon COMPANY's first shipment for revenue of MS-DOS Version 5.0.

EXHIBIT C2 (SYSTEM COMMITMENT)
(Continued)

(b) If the Product licensed for use with COMPANY's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS an additional royalty of (US\$4.35) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for COMPANY during the term of this Agreement.

(c) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product, including Update Releases, Version Releases, and Upgrades licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately by processor. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R*N*1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

ROYALTIES FOR UPGRADES:

COMPANY may elect 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 Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

EXHIBIT C2 (SYSTEM COMMITMENT)
(Continued)

ADDITIONAL PROVISION:

Prior to distribution of Product by COMPANY, COMPANY shall implement a tracking procedure (e.g. bar coding, serialization) that has been approved in writing by MS. COMPANY's tracking system shall enable COMPANY to identify its customer (i.e. distributor, dealer, end user) for each unit of the Product distributed. COMPANY shall not license or otherwise dispose of the Product unless and until such tracking system has been approved by MS and implemented by COMPANY.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1981-1991. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS®
QBasic™ Interpreter

Exhibit to the License Agreement dated April 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

(added by Amendment No. 2 dated January 1, 1991)

EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: Windows™

VERSION NO: 3.0

FOREIGN LANGUAGE: None (Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in series number 770-300-X22 that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

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

<u>Customer System</u>	<u>Royalty Rate (\$US)</u>
Exhibit M	\$25.00

(b) If the Product licensed for use with COMPANY's Customer Systems is a translated version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS an additional royalty of Three Dollars and Seventy Five Cents (US\$3.75) multiplied by the number of full or partial copies of such translated version of the Product licensed or otherwise disposed of by or for COMPANY during the term of this Agreement.

(c) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product, including Update Releases, Version Releases and Upgrades, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately by processor. In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C3 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R*N*1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

ROYALTIES FOR UPGRADES:

COMPANY shall 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 Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows™

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(added by Amendment No. 2 dated January 1, 1991)