

PLAINTIFF'S
EXHIBIT
4425
Comes v. Microsoft

F-1244

SIGNED
ORIGINAL

Amendment No. 3
to the License Agreement
Between
ZEOS INTERNATIONAL, LTD. and MICROSOFT CORPORATION
Dated April 1, 1990, 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 1st day of January, 1992.

The parties hereby agree to modify the Agreement as follows:

1. Replace Exhibit B with new Exhibit B.
2. Replace Exhibit C1 with the attached Exhibit C1.
3. Replace Exhibit C2 with the attached Exhibit C2.
4. Replace Exhibit C3 with the attached Exhibit C3.
5. The attached Exhibit C4 shall be incorporated herein by reference.
6. Replace Exhibit M with the attached Exhibit M.
7. The attached Exhibit M1 shall be incorporated herein by reference.
8. COMPANY shall not be required to pay the per system royalties under Exhibits C1, C2 and C3 for Customer Systems purchased by the Federal Government as to which the Federal Government requests that either no operating system be provided or that a non-MS operating system be provided (such Customer Systems shall be referred to herein as "Exempted Systems"), provided, however, that in any quarter the number of Exempted Systems shall not exceed five percent (5%) of the total number of Customer Systems. COMPANY will separately identify the quantity of Exempted Systems on each quarterly royalty report due to Microsoft.
9. Provided this Amendment has been properly executed by COMPANY and by an officer of MS, the term of the Agreement shall be extended from the Effective Date until January 31, 1995.
10. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

PLAINTIFF'S
EXHIBIT
1304
A. No. 2:96CV645B

ENTERED
APR 23 1992
03/23/92 LE920380.001
Document Database

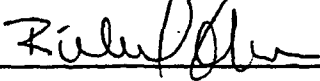
MSC 5007917
Highly Confidential

MS-PCA 1193964
CONFIDENTIAL


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


By
Richard FADE
Name (Print)
Dir - OEM Sales
Title
4/8/92
Date

ZEOS INTERNATIONAL, LTD.


By
G.E. HERRICK
Name (Print)
President
Title
January 1, 1992
Date

03/02/92 LE920380.001

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Two Million Five Hundred Ninety-Two Thousand Dollars (US\$2,592,000.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only during the Initial and Amended Term of this Agreement and only for the Product(s) licensed herein. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

| <u>Date</u> | <u>Payment Amount</u> <u>(US\$)</u> | <u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u> |
|---------------------------------------|--|--|
| Due on Signing | \$185,000.00 | \$185,000.00 PAID |
| September 28, 1990 | \$463,000.00 | \$648,000.00 PAID |
| December 28, 1990 | \$648,000.00 | \$1,296,000.00 PAID |
| March 28, 1991 | \$648,000.00 | \$1,944,000.00 PAID |
| June 28, 1991 | \$648,000.00 | \$2,592,000.00 PAID |
| Total First Period Minimum Commitment | <u>\$2,592,000.00</u> | <u>\$2,592,000.00 PAID</u> |

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Two Million Seven Hundred Sixty-One Thousand Dollars (US\$2,761,000.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only during the Initial and Amended Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

| <u>Date</u> | <u>Payment Amount</u> <u>US\$</u> | <u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u> |
|--|--------------------------------------|--|
| September 28, 1991 | \$648,000.00 | \$648,000.00 PAID |
| December 28, 1991 | \$648,000.00 | \$1,296,000.00 PAID |
| March 31, 1992 | \$732,500.00 | \$2,028,500.00 |
| June 30, 1992 | \$732,500.00 | \$2,761,000.00 |
| Total Second Period Minimum Commitment | \$2,761,000.00 | \$2,761,000.00 |

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

COMPANY agrees to pay a minimum of Two Million Nine Hundred Thirty Thousand Dollars (US\$2,930,000.00) for Product(s) licensed under this Agreement within the third period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the third period of this Agreement. Payments made during the first and second periods of this Agreement shall not be credited towards the minimum commitment requirement in the third period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only during the Initial and Amended Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

| <u>Date</u> | <u>Payment Amount</u> <u>(US\$)</u> | <u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u> |
|---------------------------------------|--|--|
| September 30, 1992 | \$732,500.00 | \$732,500.00 |
| December 31, 1992 | \$732,500.00 | \$1,465,000.00 |
| March 31, 1993 | \$732,500.00 | \$2,197,500.00 |
| June 31, 1993 | \$732,500.00 | \$2,930,000.00 |
| Total Third Period Minimum Commitment | <u>\$2,930,000.00</u> | <u>\$2,930,000.00</u> |

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Fourth Period of This Agreement

COMPANY agrees to pay a minimum of Two Million Nine Hundred Thirty Thousand Dollars (US\$2,930,000.00) for Product(s) licensed under this Agreement within the fourth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the fourth period of this Agreement. Payments made during the first, second and third periods of this Agreement shall not be credited towards the minimum commitment requirement in the fourth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only during the Initial and Amended Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FOURTH PERIOD)

| <u>Date</u> | <u>Payment Amount</u> <u>US\$</u> | <u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u> |
|--|--------------------------------------|--|
| September 30, 1993 | \$732,500.00 | \$732,500.00 |
| December 31, 1993 | \$732,500.00 | \$1,465,000.00 |
| March 31, 1994 | \$732,500.00 | \$2,197,000.00 |
| June 30, 1994 | \$732,500.00 | \$2,930,000.00 |
| Total Fourth Period Minimum Commitment | \$2,930,000.00 | \$2,930,000.00 |

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Fifth Period of This Agreement

COMPANY agrees to pay a minimum of One Million Four Hundred Sixty-Five Thousand Dollars (US\$1,465,000.00) for Product(s) licensed under this Agreement within the fifth period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the fifth period of this Agreement. Payments made during the first, second, third and fourth periods of this Agreement shall not be credited towards the minimum commitment requirement in the fifth period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties only during the Initial and Amended Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIFTH PERIOD)

| <u>Date</u> | <u>Payment Amount</u> <u>US\$</u> | <u>Cumulative Amount</u> <u>of Payments for</u> <u>Period (US\$)</u> |
|---------------------------------------|--------------------------------------|--|
| September 30, 1994 | \$732,500.00 | \$732,500.00 |
| December 31, 1994 | \$732,500.00 | \$1,465,000.00 |
| Total Fifth Period Minimum Commitment | \$1,465,000.00 | \$1,465,000.00 |

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

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 M1 | \$21.00 |

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. 3 dated February 1, 1992)

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 | D607-5F |
| *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 M1 | \$21.00 |

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.

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.

EXHIBIT C2 (SYSTEM COMMITMENT)
(Continued)

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. 3 dated February 1, 1992)

EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: Windows™

VERSION NO: 3.0, 3.1

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 M1 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.

ADDITIONAL PROVISIONS:

The Product in this Exhibit may be distributed only pre-installed on the hard disks of Customer Systems.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® Windows™

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

(added by Amendment No. 3 dated February 1, 1992)

EXHIBIT C4 (PER COPY)

PRODUCT: MS OS/2

VERSION NO: 1.0, 1.1 and 1.2 (DOMESTIC USA VERSION)

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Standard Documentation in Series No. 0786-1Z that MS delivers with the Product.
- (c) Adaptation Materials

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

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

| <u>Customer System</u> | <u>Royalty Rate (US\$)</u> |
|------------------------|----------------------------|
| Exhibit M | \$8.00 |

(b) If the Product licensed is a translated version of the Product, the royalty rate shall be 1.15 times the royalty for the Domestic USA version of the Product set forth in Section (a) above.

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

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per copy 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 copy 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 copy 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.

EXHIBIT C4 (PER COPY)
(Continued)

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® OS/2
MS® OS/2

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

EXHIBIT M

COMPANY'S CUSTOMER SYSTEMS

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

Customer Systems:

All COMPANY's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets:

80386SX

80386DX

80486SX

80486DX

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

EXHIBIT M1

COMPANY'S CUSTOMER SYSTEMS

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

Customer System:

1. It utilizes a single 386 or 486 microprocessor;
2. It shall be marketed under the name: Desktop or Vertical Systems;

If the name under which the Customer System will be marketed is not known at the date of execution of this Agreement COMPANY shall provide MS with its internal code name for the system and shall provide MS with written notice of the name under which it shall be marketed at least thirty (30) days prior to the date of first shipment to any customer of COMPANY.

3. If COMPANY will acquire the Customer System from another manufacturer, the following information must be provided:

a) Manufacturer: _____

b) Location: _____
(City, State/Province, Country)

c) Manufacturer's name for the system: _____

Customer System:

1. It utilizes a single _____ microprocessor;
2. It shall be marketed under the name: _____;

If the name under which the Customer System will be marketed is not known at the date of execution of this Agreement COMPANY shall provide MS with its internal code name for the system and shall provide MS with written notice of the name under which it shall be marketed at least thirty (30) days prior to the date of first shipment to any customer of COMPANY.

3. If COMPANY will acquire the Customer System from another manufacturer, the following information must be provided:

a) Manufacturer: _____

b) Location: _____
(City, State/Province, Country)

c) Manufacturer's name for the system: _____