

PLAINTIFF'S  
EXHIBIT  
4426  
Comes v. Microsoft

AMENDMENT NO. 4  
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 15th day of September, 1992.

- 1. Exhibit C3, shall be deleted and be replaced with the attached Exhibit C3.

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 shall be effective upon execution on behalf of ZEOS INTERNATIONAL, LTD. by its duly authorized representative and signed by MS at its Redmond, Washington office.

MICROSOFT CORPORATION

ZEOS INTERNATIONAL, LTD.

By *Lawrence Edralin*  
Name (Print) Lawrence Edralin  
Title Group Manager, OEM Sales  
Date 10-1-92

By *G. E. Herrick*  
Name (Print) G. E. HERRICK  
Title President  
Date 9-15-92

SIGNED ORIGINAL

AMENDMENT

PLAINTIFF'S  
EXHIBIT  
1305  
A. No. 2:96CV645B

09/17/92 LE922610.003

MSC 5007913  
Highly Confidential

MS-PCA 1193982  
CONFIDENTIAL

**EXHIBIT C3 (SYSTEM COMMITMENT)**

**PRODUCT:** Windows™

**VERSION NO:** 3.0, 3.1

**PRODUCT DELIVERABLES:**

- (a) Product in Object Code form.
- (b) Standard Documentation in series number W770-3Z that MS delivers with the Product.
- (c) Document: Number:
  - \* MS Windows Adaptation Kit (German) W770-3D
  - \* MS Windows Adaptation Kit (French) W770-3F
  - \* MS Windows Adaptation Kit (Spanish) W770-3E
  - \* MS Windows Adaptation Kit (Italian) W770-3I
  - \* MS Windows Adaptation Kit (Portuguese) W770-3P
  - \* MS Windows Adaptation Kit (Dutch) W770-3NL
  - \* MS Windows Adaptation Kit (Swedish) W770-3S
  - \* MS Windows Adaptation Kit (Chinese) W770-3CN

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

**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.

**EXHIBIT C3 (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 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.

**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. 4 dated September 15, 1992)