



Amendment No. 6
to the License Agreement Between
ZEOS INTERNATIONAL, LTD. and MICROSOFT CORPORATION
Dated April 1, 1990, Contract No. 4934-0130

STAMPED
ORIGINAL

This Amendment ("Amendment") to the License Agreement ("Agreement") between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL, LTD. ("COMPANY") dated April 1, 1990, is made and entered into this 1st day of January, 1993.

I. The following provisions shall amend or modify the corresponding provisions of the Agreement with respect to Product licensed in Exhibits C5 through C6 of this Amendment only, but shall not modify or amend such provisions with respect to other Products.

1. DEFINITIONS

(d) "Product" or "Products" shall mean the copyrighted and/or patented MS software products described in the attached Exhibit(s) C (including MED Product and Product acquired for Authorized Replicator), including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(i) "MED Product" shall mean Product in "Easy Distribution Package" form available for purchase from an Authorized Distributor.

(j) "Authorized Replicator" shall mean a third party approved by MS which may reproduce and manufacture Product for COMPANY. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

(k) "Authorized Distributor" shall mean a third party approved by MS from which COMPANY may purchase MED Product. MS shall provide COMPANY with a list of Authorized Distributors and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

[Sections 1(a), 1(b), 1(c), 1(e), 1(f), 1(g) and 1(h) - no change]

2. LICENSE GRANT

(a) MS grants to COMPANY the following non-exclusive, worldwide license rights:

(i) to reproduce and install no more than one (1) copy of Product software on each Customer System hard disk or Read Only Memory ("ROM");

(ii) to distribute directly or indirectly and license copies of the Product (reproduced as per Section 2(a)(i) and/or acquired from Authorized Replicator or Authorized Distributor) in object code form to end users; and

(iii) to grant to COMPANY Subsidiaries (as "subsidiary" defined in Section 1(a)) all rights granted to COMPANY herein (except that COMPANY Subsidiaries may not further grant rights to third parties).

Such license rights are subject to the restrictions and conditions in this Agreement, and in particular in Section 6.

(b) Except as necessary to install Product software, as permitted under Section 2(a)(i), COMPANY may not reproduce Product. Product software (in diskette form) and Product documentation

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CONFIDENTIAL



(in hard copy form) shall be available to COMPANY only from an Authorized Distributor and/or Authorized Replicator.

(c) COMPANY acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement.

(d) COMPANY shall not modify or substitute Product documentation without MS' prior written permission. However, COMPANY, at its option, may distribute supplemental Product documentation in conjunction with the Product, provided that COMPANY's supplemental documentation is consistent with Product documentation provided by MS.

(e) COMPANY's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4 and elects to distribute under this Agreement. Royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. COMPANY's license hereunder shall not extend to Product Releases.

(f) COMPANY's rights hereunder shall not extend to Product source code unless Exhibit S1 is attached and executed.

(g) All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(h) MS agrees to negotiate in good faith with COMPANY to license Product Releases and other products not available to COMPANY under this Agreement at MS' then applicable price(s), terms and conditions.

3. PRICE AND PAYMENT

(a) COMPANY agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B and Exhibit(s) C. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein.

(b) Prices stated are exclusive of any federal, state, municipal or other governmental taxes (including foreign tax withholding except as provided in Section 3(b)(ii)), duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's or COMPANY Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between COMPANY and COMPANY Subsidiaries. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide a resale or exemption certificate acceptable to MS and the applicable domestic state and local authorities. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(c) In the event COMPANY is based outside the US and income taxes are required to be withheld by any foreign government on payments required hereunder, on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that COMPANY shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent possible under applicable law.

(d) Except where otherwise provided, COMPANY agrees to make consolidated (i.e. on behalf of COMPANY and COMPANY Subsidiaries which exercise rights under this Agreement) quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial quarter. COMPANY's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and

shall be signed by a duly authorized representative of COMPANY. COMPANY shall submit quarterly reports even if no royalties or other amounts are due for such quarter. COMPANY shall use the royalty reporting form attached as Exhibit R or other form as MS may provide from time to time. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for copies of a Product (i) used by COMPANY solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; or (iv) provided as back-up copies to end users by COMPANY under Section 6(d).

(f) COMPANY shall provide MS with a copy of its US state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

(g) If COMPANY is a US based company, payments and royalty reports shall be made to:

MICROSOFT CORPORATION
P.O. Box 84808
Seattle, WA 98124-6108

If COMPANY is based outside the US, COMPANY agrees to make such payments and royalty reports as follows:

Payment by wire transfer to:

Citibank N.A.
399 Park Avenue
New York, NY 10043
USA

ABA 021000089

Regarding:
Microsoft International OEM Collections
Account #38468231

Royalty reports to:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
USA

ATTN: OEM Finance

or to such other address or account as MS may specify from time to time. COMPANY agrees to specify the MS invoice number, if any, with respect to which payment is made.

4. ACCEPTANCE AND LIMITED WARRANTY

(a) With respect to Product Deliverables defined on the applicable Exhibit C provided to COMPANY by MS:

(i) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each Product licensed hereunder, COMPANY shall either accept such Product or report deviations from specifications in writing. COMPANY is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If COMPANY does not report deviations from Product specifications within the thirty (30) day period, or if COMPANY ships the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product.

(ii) If COMPANY reports any deviations from Product specifications prior to acceptance, then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of

Product to COMPANY, COMPANY shall have thirty (30) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as COMPANY's sole remedy (A) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (B) the correction period may be extended as may be agreed by the parties, or (C) failing any agreement, COMPANY may reject the Product, and provided that COMPANY has rejected the first version of each released Product licensed under this Agreement, then COMPANY shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. COMPANY shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any release of any Product under this Agreement.

(iii) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If COMPANY reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as COMPANY's sole remedy MS agrees to use reasonable efforts to correct such deviations. COMPANY's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section (iii) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of any subsequent release of Product which conforms to specifications as provided in Section 4(a).

(b) Authorized Distributor and/or Authorized Replicator, as applicable, shall provide warranty(ies), if any, for copies of Product provided to COMPANY by such Authorized Distributor and/or Authorized Replicator.

(c) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. COMPANY shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally.

(d) Except as expressly provided, this Agreement does not include technical support to COMPANY. Such support may be available pursuant to a separate agreement.

5. [no change]

6. LICENSE RESTRICTIONS

(a) COMPANY shall market, distribute and license Product(s) only with those Customer System(s) listed on Exhibit C for the particular Product(s) and only inside the Customer System package. In addition to Product software installed on a Customer System, COMPANY may distribute only one copy of Product with each such Customer System. COMPANY shall also comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product distribution. COMPANY shall contractually obligate (e.g. by contract, invoice or other written instrument) its distributors, dealers and others in its distribution channels to comply with the foregoing. COMPANY agrees that it will discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing.

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product, except that in the European Economic Community, COMPANY shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991).

(c) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. COMPANY's EULA shall conform substantially to

the Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product.

(d) Where Product software is installed on the Customer System's hard disk or ROM, COMPANY shall:

(i) package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA; and

(ii) either (A) provide, in accordance with Section 6(a) above, a single copy of Product documentation with each Customer System; or (B) make the Product documentation available directly to COMPANY's end user purchasers as a mail order fulfillment item. Such Product documentation shall not be available through any other COMPANY distribution channel.

(e) COMPANY shall market each release of Product only under the version number assigned by MS to such release.

(f) COMPANY shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number in Customer System documentation and on each copy of Product package.

(g) COMPANY agrees to include an MS Product registration card in COMPANY's Customer System package for those COMPANY Customer Systems on which COMPANY installs Product on the hard drive or in ROM. MS agrees to negotiate in good faith with COMPANY a mechanism by which COMPANY can receive a listing of COMPANY's end users who have registered with MS. COMPANY must obtain the appropriate registration card from Authorized Replicator.

7. [Sections 7 to 19 - no change]

II. Exhibit B shall be replaced by the attached Exhibit B.

III. The attached Exhibit C5 for MS-DOS 6 shall be added to the Agreement.

IV. The attached Exhibit C6 for Enhanced Tools for MS-DOS 6 shall be added to the Agreement.

V. If the term of the Agreement extends beyond June 30, 1993, COMPANY's rights to distribute all versions of MS-DOS and MS-DOS Shell, if applicable, prior to versions numbered less than Version 6.0 shall cease effective July 1, 1993. From the date of this Amendment through June 30, 1993, COMPANY may ship a single copy of either MS-DOS 6 (and/or Enhanced Tools for MS-DOS, if licensed) or an earlier version of MS-DOS (and/or MS-DOS Shell, if licensed), but not both, with each Customer System.

VI. Except as provided herein, all terms of the Agreement shall remain in full force and effect. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

VII. Provided COMPANY signs this Amendment on or before February 15, 1993, MS agrees to reduce the royalty paid by COMPANY for MS-DOS 5 operating system and prior versions (identified in Exhibit C1 and Exhibit C2) by One Dollar (US\$1.00) effective for the quarter January 1, 1993 through March 31, 1993.

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

Ronald K. Hoosli
By

RONALD K. HOOSLI
Name (Print)

DIRECTOR OEM SALES
Title

FEB 12, 1993
Date

ZEOS INTERNATIONAL, LTD.

James Ticknor
By

JAMES TICKNOR
Name (Print)

V.P. PROCUREMENT & MATERIALS
Title

FEBRUARY 4, 1993
Date

11/10/92 LE922880.010

01/29/93 LE930070.009

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 | \$2,592,000.00 | \$2,592,000.00 PAID |

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 PAID |
| June 30, 1992 | <u>\$732,500.00</u> | <u>\$2,761,000.00 PAID</u> |
| Total Second Period Minimum Commitment | <u>\$2,761,000.00</u> | <u>\$2,761,000.00</u> |

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Third Period of This Agreement

COMPANY agrees to pay a minimum of Two Million Six Hundred Thirty-Four Thousand Dollars (US\$2,634,000.00) 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. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY. Minimum commitment payments are not refundable.

**MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)**

| <u>Date</u> | <u>Payment Amount (US\$)</u> | <u>Cumulative Amount of Payments for Period (US\$)</u> |
|---------------------------------------|----------------------------------|----------------------------------------------------------------|
| September 30, 1992 | \$732,500.00 | \$732,500.00 PAID |
| January 31, 1993 | \$584,500.00 | \$1,317,000.00 |
| April 30, 1993 | \$584,500.00 | \$1,901,500.00 |
| July 31, 1993 | <u>\$732,500.00</u> | <u>\$2,634,000.00</u> |
| Total Third Period Minimum Commitment | <u>\$2,634,000.00</u> | <u>\$2,634,000.00</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. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY. 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> |
|----------------------------------------|--------------------------------------|----------------------------------------------------------------------------|
| October 31, 1993 | \$732,500.00 | \$732,500.00 |
| January 30, 1994 | \$732,500.00 | \$1,465,000.00 |
| April 30, 1994 | \$732,500.00 | \$2,197,000.00 |
| July 31, 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. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY. 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> |
|---------------------------------------|--------------------------------------|----------------------------------------------------------------------------|
| October 31, 1994 | \$732,500.00 | \$732,500.00 |
| January 30, 1995 | \$732,500.00 | \$1,465,000.00 |
| Total Fifth Period Minimum Commitment | <u>\$1,465,000.00</u> | <u>\$1,465,000.00</u> |

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

(Added by Amendment #6, dated January 1, 1993)

EXHIBIT C5 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS

VERSION NO: 6.0

FOREIGN LANGUAGE: German, French, Spanish, Italian, Portuguese, Dutch, Swedish, Chinese

PRODUCT DELIVERABLE:

OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C1 and C2 for MS-DOS operating system versions 4.01 and 5.0 prior to July 1, 1993.

| <u>Customer System</u> | <u>Royalty Rate (US\$)</u> |
|------------------------|----------------------------|
| Exhibit M1 | \$21.00 |

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

(c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US\$3.95) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(d) 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C5 (SYSTEM COMMITMENT)

(Continued)

(e) COMPANY shall not be required to pay the per system royalties under this Exhibit 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 MS.

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.

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

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

(Added by Amendment #6, dated January 1, 1993)

EXHIBIT C6 (SYSTEM COMMITMENT)

PRODUCT: Enhanced Tools for MS-DOS 6

VERSION NO: 1.0

FOREIGN LANGUAGE: German, French, Spanish, Italian, Portuguese, Dutch, Swedish, Chinese

PRODUCT DELIVERABLE:

OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C.2 for MS-DOS Shell version 5.0 prior to July 1, 1993.

| <u>Customer System</u> | <u>Royalty Rate (US\$)</u> |
|------------------------|----------------------------|
| Exhibit M1 | \$3.00 |

NOTE: The above royalty is exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US\$0.45) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

EXHIBIT C6 (SYSTEM COMMITMENT)
(Continued)

(c) COMPANY shall not be required to pay the per system royalties under this Exhibit 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 MS.

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

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

(Added by Amendment #6, dated January 1, 1993)