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**PLAINTIFF'S
EXHIBIT**
4439
Comes v. Microsoft

SIGNED COPY

Amendment No. 2
to the License Agreement
Between
ZEOS INTERNATIONAL CORPORATION and MICROSOFT CORPORATION
Dated May 22, 1990 Contract No. 4934-0131

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL ("COMPANY") dated May 22, 1990 ("Agreement"), is made and entered into this 1st day of February, 1992.

The parties hereby agree to modify the Agreement as follows:

1. Upon signing this Amendment, COMPANY shall be relieved of existing minimum commitments under the Agreement as of the Effective Date of this Amendment.
2. Replace 3(a) with the following: COMPANY agrees to a minimum purchase commitment of One Million Seven Hundred Thousand Dollars (US\$1,700,000.00) worth of Product during the period February 1, 1992 to January 31, 1994. If by January 31, 1994 or upon termination of this Agreement due to COMPANY's default, COMPANY has placed orders for less than the minimum commitment, COMPANY shall pay MS the difference between the minimum purchase commitment and actual orders placed. COMPANY shall pay MS such amount within thirty (30) days of the earlier of termination or January 31, 1994. Price is FOB MS shipping point and is exclusive of applicable sales or use taxes, duties or fees of any kind which may be levied in connection with the transactions covered herein. Such charges shall be paid by COMPANY. MS shall, however, be responsible for all taxes based upon its franchise, personal property ownership and net income.
3. Replace Exhibit C with attached Exhibit C.
4. Add paragraph 12(c) below:

(c) COMPANY is allowed to place special orders within a minimum of four (4) working days for Product to be shipped on an as needed basis, at prices specified in Exhibit C. Quantity limits for those orders will be for a minimum of 500 and a maximum of 2,000. These special orders will be shipped in accordance with COMPANY's selection, and at COMPANY's cost.
5. Provided this Agreement has been properly executed by COMPANY and by an officer of MS, the term of this Agreement shall be extended from the Effective Date until January 31, 1994.
6. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

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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

By

By

Joachim Kempin
Name (Print)

G. E. HERZIK
Name (Print)

Vice President, OEM Sales
Title

President
Title

3/27/92
Date

2-1-92
Date

12/03/90 1070L LE911500.022

03/02/92 LE920380.002

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EXHIBIT C

PRODUCT HARDWARE: Microsoft® Mouse

VERSION: OEM Mouse

PRODUCT DELIVERABLES: (Check the items covered by this Agreement)

<u>Description</u>	<u>Part Number</u>	<u>Price</u>
_____ 9 pin serial (200 ppi)	02807	\$
<u>X</u> PS/2 (200 ppi)	02801	\$17.00
<u>X</u> 9 pin serial (400 ppi)	07685	\$17.00
_____ PS/2 adapter (for use with PN 07685)	07645	\$
_____ 9 pin to 25 pin adapter	05685	\$
_____ Bus Mouse	05686	\$
_____ Bus Board	135-099-106	\$
_____ InPort Chip	10752	\$

SEMICONDUCTOR CHIP PROTECTION ACT (MASK WORK) NOTICE: (M) Microsoft.

PRODUCT SPECIFICATION:

The Microsoft® Mouse has the features specified in the Product User's Guide, and its appearance shall be specified below:

Standard appearance: Two button mouse with Microsoft Logo
2.5 meter interface cable
Mouse color: Microsoft off-white
Cable color: Microsoft beige

DRIVER AND DOCUMENTATION FOR MICROSOFT MOUSE

VERSION: 8.X

PRODUCT DELIVERABLES: (to be reproduced by COMPANY):

(a) Mouse Drive with Disk Assembly D737-7Z

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PRODUCT NAME AND TRADEMARK:

Microsoft® Mouse

Exhibit to the License Agreement dated May 22, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

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