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# INTERNET EXPLORER
# SOURCE LICENSE & DISTRIBUTION AGREEMENT

This Internet Explorer Source License & Distribution Agreement (the "Agreement") is entered into and effective as of December 6, 1995 (the "Effective Date") by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and COMPUSERVE INCORPORATED, an Ohio corporation located at 5000 Arlington Center Blvd., Columbus, Ohio 43220, and including its wholly owned subsidiaries and affiliates, and specifically including SPRY, Inc. and its parent corporation (collectively, "CompuServe").

## Recitals

Microsoft is the owner and/or licensee of certain Internet "browsing" software known as the "Internet Explorer."

CompuServe wishes to receive a source and distribution license to Internet Explorer under the terms and conditions of this Agreement.

## Agreement

1. DEFINITIONS

1.1 "Internet Explorer" shall mean Microsoft's Internet Explorer browser software for Windows 95, which is based upon NCSA Mosaic and Spyglass Mosaic software and modified by Microsoft.

1.2 "IE Code" shall mean all object and source versions 2.0 and 3.0 of Internet Explorer for the Windows 95 operating system platform, and successor or replacement versions thereof separately released by Microsoft as a browser product during the Term. "IE Code" shall not include other versions of Internet Explorer incorporated into or made a part of Microsoft System Products; provided, however, that to the extent previously released by Microsoft as a separate browser product, versions of Internet Explorer code shall be considered IE Code whether or not incorporated into a Microsoft System Product. A complete listing of current and anticipated future versions of IE Code is set forth in Exhibit A.

1.3 "IE Tools" shall mean Microsoft software development tools, test scripts, bug lists, sample code and knowledge-based information which assist with the development and support of the IE Code and localized versions of the IE Code, as more fully described in Exhibit A.

1.4 "Licensed Software" shall mean the IE Code and the IE Tools.

1.5 "Support Services" shall mean support of the Licensed Software provided to CompuServe by Microsoft, as specified in Exhibit B.

1.6 "Deliverables" shall mean the physical Licensed Software deliverables, as more fully described in Exhibit A.

1.7 "APIs" shall mean "application programming interfaces."

1.8 "Use" shall mean to use, copy, edit, format, modify, translate and otherwise create Derivative Technology of software.



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1.9 "Changes" shall mean modifications, extensions, translations or other Derivative Technology of the Licensed Software created through Use of the software.

1.10 "CompuServe Products and Services" shall mean CompuServe's current on-line service, the CompuServe Information Service, future CompuServe on-line services, and/or any current or future CompuServe-owned products and services for providing access to the internet, the World Wide Web and private local and wide area networks.

1.11 "Term" shall mean three (3) years commencing upon the Effective Date. Following such three (3) year period, the Term shall be automatically renewed for additional one (1) year periods unless either party provides ninety (90) days written notice to the other party of their intent not to renew the Term of this Agreement.

1.12 "Microsoft System Products" shall mean current and future (i) operating system products, including, without limitation, Windows NT, Windows 95, Windows 3.xx, Windows for Workgroups; and MS-DOS; (ii) add-on or developer-related products distributed separate from the foregoing systems products that add functionality to or enable development for such system products; and (iii) successor, replacement and derivative products to the foregoing systems products regardless of how the products are named, or regardless of whether such products are marketed under a Microsoft trademark.

1.13 "Derivative Technology" shall mean: (i) for copyrightable or copyrighted material, any translation (including localization into foreign languages or translation into other computer languages), portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

1.14 "Confidential Information" shall mean: (i) any trade secrets relating to either party's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how; and (ii) the specific terms and conditions of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction on disclosure.

## 2. RIGHTS

2.1 Source License Grant. During the Term, Microsoft hereby grants to CompuServe a royalty-free, non-exclusive, personal, non-transferable, non-assignable, limited worldwide right and license to Use the source code and object code versions of the Licensed Software to (i) support CompuServe's version of the IE Code and (ii) make Changes in the Licensed Software, subject to the terms and conditions of this Agreement and the following restrictions:

(a) CompuServe may make Changes to the Licensed Software solely as set forth in Section 3;

(b) Only those CompuServe employees and independent contractors having a need to access the source code version of the Licensed Software will be permitted such access, and CompuServe will ensure that such employees and independent contractors are, with respect to the Licensed Software, under written agreement consistent with the terms and conditions of this Agreement (including, but not limited to, the terms and conditions of Sections 2, 3 and 8); and



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(c) Access to the source code version of the Licensed Software shall only be at secure CompuServe facilities where CompuServe takes steps to protect the security and the confidentiality of source code version of the Licensed Software of the same sort it takes to protect its own Confidential Information.

2.2 Distribution of IE Code. During the Term, Microsoft hereby grants to CompuServe a royalty-free, non-exclusive, personal, non-transferable, non-assignable, limited worldwide right and license to reproduce, license, sublicense, display, perform or otherwise distribute, and have reproduced, licensed, sublicensed, displayed, performed or otherwise distributed, to and by third parties, object code versions of the IE Code, and any Changes to the IE Code created by CompuServe under this Agreement, solely as part of or for use with the CompuServe Products and Services.

The foregoing license grant includes a license under any current and future patents owned or licensable by Microsoft to the extent necessary: (i) to exercise any license right granted herein; and (ii) to combine the IE Code with any hardware and software.

2.3 Ownership; License Back.

(a) *Microsoft's Ownership.* Except as expressly licensed to CompuServe in this Section 2, Microsoft retains all right, title and interest in and to (i) the Licensed Software and (ii) any Changes to the Licensed Software created by or for Microsoft. It being understood that no changes made by CompuServe will be for Microsoft unless expressly agreed to by CompuServe.

(b) *CompuServe's Ownership.* Subject to (i) Microsoft's ownership of the underlying Licensed Software and Changes thereto created by or for Microsoft, (ii) CompuServe's license grant to the underlying Licensed Software in Sections 2.1 and 2.2, and (iii) CompuServe's license back to Microsoft as set forth in Section 2.3(c), CompuServe shall own all right, title and interest, including all related intellectual property rights, in and to any Changes to the Licensed Software created by or for CompuServe ("CompuServe Changes").

(c) *License Back.* Without further consideration and except as restricted in Section 3.2(d), CompuServe hereby grants to Microsoft a nonexclusive, perpetual, irrevocable, royalty-free, fully paid up, worldwide right and license to (i) Use the source and object code versions of CompuServe Changes for any purpose, including for purposes of making further Changes, (ii) reproduce, license, rent, lease, display, perform or otherwise distribute, and have reproduced, licensed, rented, leased, displayed, performed or otherwise distributed, to and by third parties, source and/or object code versions of the CompuServe Changes, and (iii) grant the rights set forth in this Section 2.3(c) in the CompuServe Changes to third parties, including the right to license such rights to further third parties.

The foregoing license grant includes a license under any current and future patents owned or licensable by CompuServe to the extent necessary: (i) to exercise any license right granted herein; and (ii) to combine the CompuServe Changes with any hardware and software.

2.4 No Other Rights. Except as expressly granted in this Agreement, CompuServe shall have no other rights in the Licensed Software. Under no circumstances will anything in this Agreement be construed as granting to CompuServe, by implication, estoppel or otherwise, a license to any Microsoft technology other than the Licensed Software.

## 3. Changes & Requested Changes To Source

3.1 Intent; New Versions. It is both parties' intent that CompuServe's distributed version of the IE Code be fully compatible with the version of the IE Code distributed by Microsoft, while giving



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CompuServe the ability to differentiate its version by adding value with respect to the CompuServe Products and Services. CompuServe and Microsoft wish to ensure that Microsoft's underlying code base in the IE Code remains functionally intact, subject to this Section 3, yet CompuServe is able to add value. Accordingly, unless otherwise agreed to by the parties, CompuServe will use all reasonable efforts to integrate new versions of the IE Code supplied by Microsoft no less than twice yearly during the Term.

3.2 Changes by CompuServe. For any Changes to the IE Code desired by CompuServe, CompuServe must comply with the following procedures:

(a) *Allowed Changes.* CompuServe may make Changes in the IE Code: (i) consisting of additions or extensions to the IE Code; (ii) which constitute modifications, enhancements, or subtractions of code solely where such Changes are for the purpose of modifying any aspect of the IE Code to make the CompuServe version of the IE Code customized for the CompuServe Products and Services while still maintaining compatibility as intended by the parties under Section 3.1; (iii) which constitute modifications, enhancements or subtractions of code where such Changes are for the purpose of replacing, modifying or subtracting any or all components, extensions, APIs or wording with respect to the Microsoft Network or any other products or services, including but not limited to on-line services, that are not CompuServe Products and Services; or (iv) which constitute modifications, enhancements or subtractions of code where such Changes are for the purpose of ensuring backward compatibility with prior CompuServe Changes.

(b) *Restrictions.* Except as expressly provided in this Section 3.2(a), CompuServe shall not make any Changes in the IE Code which would subtract or modify the IE Code base and/or unduly hinder or eliminate compatibility with the Microsoft-distributed version of the IE Code.

(c) *Requested Changes.* Whether permitted to be made by CompuServe or not under this Section 3.2, CompuServe may submit, in writing or by e-mail, any reasonable Changes to Microsoft for implementation by Microsoft. Microsoft may decide to implement such Changes within a reasonable time period on behalf of CompuServe and Microsoft's other licensees. If Microsoft reasonably refuses to implement such requested Changes, CompuServe may only implement such Changes as otherwise permitted under this Section 3.2.

(d) *Disposition of Changes.* Should CompuServe implement any CompuServe Changes under this Section 3.2, then CompuServe shall license such CompuServe Changes to Microsoft as set forth in Section 2.3(c); provided, however, that CompuServe shall not be required to provide to Microsoft such CompuServe Changes in any version of the IE Code for a period of ninety (90) days following CompuServe's first customer shipment of the CompuServe Changes in CompuServe's version of the IE Code, and Microsoft's license to such CompuServe Changes under Section 2.3(c) and this Section 3.2(d) shall not be effective until the expiration of such ninety (90) day period.

3.3 Changes by Microsoft:

(a) Microsoft shall, as soon as reasonably known but at least on a quarterly or other periodic basis as mutually agreed to by the parties, share with CompuServe future plans for Internet Explorer. Microsoft shall, in cooperation with CompuServe, use reasonable efforts to ensure that future development of Internet Explorer is coordinated with CompuServe anticipated requirements.

(b) Microsoft shall provide CompuServe, on an on-going basis during the development process, code drops of pre-release versions of the IE Code.



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4. **FURTHER COMPUSERVE OBLIGATIONS**

4.1 Primary Browser. During the Term, CompuServe shall ship the Internet Explorer as its primary World Wide Web browser software client for Windows 95, it being understood that CompuServe shall not be restricted from licensing any other World Wide Web browser from any other parties.

4.2 Branding. The license grant in Section 2 is expressly conditioned upon CompuServe giving Microsoft attribution as set forth in Exhibit C.

4.3 Consideration For Support Services. In consideration for the Support Services, CompuServe shall pay Microsoft an annual fee of Fifty Thousand Dollars ($50,000). Such payment shall be made in advance of the year for which it is due. The initial payment shall be made within fifteen (15) days of the Effective Date and annually thereafter on each anniversary of the Effective Date during the Term. CompuServe may, within thirty (30) days of the yearly anniversary of the Effective Date, cancel the Support Services by notification to Microsoft.

5. **FURTHER MICROSOFT OBLIGATIONS**

5.1 Deliverables. Microsoft shall deliver the Deliverables to CompuServe as set forth in Exhibit A.

5.2 Support Services. Microsoft shall provide Support Services as set forth in Exhibit B.

6. **OTHER ISSUES**

6.1 Press Releases. Subject to applicable law, the parties will cooperate with each other on press releases and similar communications regarding the non-confidential subject matter of this Agreement, and the content, timing and necessity of all such communications will be agreed upon in writing by both parties.

6.2 Upgrade of CompuServe Version of Internet Explorer. Microsoft shall provide communication on its World Wide Web site on how to upgrade the CompuServe version of Internet Explorer..

7. **NONEXCLUSIVE**

Nothing in this Agreement will be construed as restricting Microsoft's ability to license, develop, sub-license, manufacture or distribute the Licensed Software, for itself or for any third party, nor as restricting CompuServe's ability to license, develop, sublicense, manufacture or distribute any software other than the Licensed Software for itself or any third party.

8. **CONFIDENTIALITY**

8.1 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each party will use its best efforts not to disclose to third parties the other's Confidential Information without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

8.2 The parties' obligations of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's



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Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had rightful and good faith access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

## 9. WARRANTIES

9.1 CompuServe. CompuServe warrants and represents that:

(a) It has the full power to enter into this Agreement and make the assignments and license rights set forth herein;

(b) The CompuServe Changes are, to the best of its knowledge, do not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

(c) The CompuServe Changes will be created by employees of CompuServe within the scope of their employment and under obligation to assign inventions to CompuServe, or by independent contractors under written obligations to assign all rights in the CompuServe Changes to CompuServe.

9.2 Microsoft. Microsoft warrants and represents that:

(a) It has the full power to enter into this Agreement and make the assignments and license rights set forth herein;

(b) The Licensed Software is original to Microsoft and, to the best of its knowledge, does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

(c) The Support Services shall be performed in a professional manner and shall be of a high grade, nature, and quality.

## 10. DISCLAIMER OF FURTHER WARRANTIES

10.1 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.1, THE COMPUSERVE CHANGES AND COMPUSERVE CONFIDENTIAL INFORMATION ARE PROVIDED TO MICROSOFT "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. COMPUSERVE DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH RESPECT TO THE COMPUSERVE CHANGES AND COMPUSERVE CONFIDENTIAL INFORMATION.

10.2 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.2, THE LICENSED SOFTWARE, DELIVERABLES, SUPPORT SERVICES AND MICROSOFT CONFIDENTIAL INFORMATION ARE PROVIDED TO COMPUSERVE "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. MICROSOFT DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND



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NONINFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE, DELIVERABLES, SUPPORT SERVICES AND MICROSOFT CONFIDENTIAL INFORMATION.

## 11. INDEMNITY

### 11.1 Indemnity by CompuServe.

(a) CompuServe shall, at its expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim that the CompuServe Changes infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party, and CompuServe will indemnify and hold Microsoft harmless from and against any costs, damages and fees reasonably incurred by Microsoft, including but not limited to fees of attorneys and other professionals, that are attributable to such claim. Microsoft shall: (i) provide CompuServe reasonably prompt notice in writing of any such claim or action and permit CompuServe, through counsel mutually acceptable to Microsoft and CompuServe, to answer and defend such claim or action; and (ii) provide CompuServe information, assistance and authority, at CompuServe's expense, to help CompuServe to defend such claim or action. CompuServe will not be responsible for any settlement made by Microsoft without CompuServe's written permission, which permission will not be unreasonably withheld.

(b) CompuServe may not settle any claim or action under this Section 11.1 on Microsoft's behalf without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld. In the event Microsoft and CompuServe agree to settle a claim or action, CompuServe agrees not to publicize the settlement without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld.

### 11.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and CompuServe's request, defend any claim or action brought against CompuServe, and CompuServe's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim that the Licensed Software infringes or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party, and Microsoft will indemnify and hold CompuServe harmless from and against any costs, damages and fees reasonably incurred by CompuServe, including but not limited to fees of attorneys and other professionals, that are attributable to such claim. CompuServe shall: (i) provide Microsoft reasonably prompt notice in writing of any such claim or action and permit Microsoft, through counsel mutually acceptable to CompuServe and Microsoft, to answer and defend such claim or action; and (ii) provide Microsoft information, assistance and authority, at Microsoft's expense, to help Microsoft to defend such claim or action. Microsoft will not be responsible for any settlement made by CompuServe without Microsoft's written permission, which permission will not be unreasonably withheld.

(b) Microsoft may not settle any claim or action under this Section 11.1 on CompuServe's behalf without first obtaining CompuServe's written permission, which permission will not be unreasonably withheld. In the event CompuServe and Microsoft agree to settle a claim or action, Microsoft agrees not to publicize the settlement without first obtaining CompuServe's written permission, which permission will not be unreasonably withheld.



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## 12. TERMINATION

12.1 Termination By Either Party For Cause. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

(a) The other party is in material breach of any material warranty, term, condition or covenant of this Agreement, other than those contained in Section 8, and fails to cure that breach within thirty (30) days after written notice thereof, or

(b) The other party is in material breach of Section 8.

12.2 Effect of Termination.

(a) Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

(b) Prior to the expiration of the Term, should this Agreement be terminated by Microsoft for any reason, CompuServe's license grant under Section 2.2 shall survive the effective date of such termination for a period of one hundred eighty (180) days.

(c) Any licenses or sublicenses to the IE Code already validly granted by CompuServe under this Agreement, and CompuServe's right and ability to support same, shall not be affected by any termination of this Agreement and shall remain in full force and effect.

12.3 Survival. In the event of termination or expiration of this Agreement for any reason, Sections 7, 8, 10, 11 and 13 shall survive termination.

## 13. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL ~~OR OTHER~~ DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, THE COMPUSERVE CHANGES, OR THE CONFIDENTIAL INFORMATION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 14. GENERAL

14.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

Reviewed by Microsoft Legal 12/6/95

| To CompuServe: | To Microsoft: |
|---|---|
| CompuServe Internet Division | Microsoft Corporation |
| 3535 128th Avenue, SE | One Microsoft Way |
| Bellevue, Washington 98006 | Redmond, WA 98052-6399 |
| Attention: Craig McCallum, VP | Attention: Brad Silverberg, Senior VP |
| Phone: (206) 957-8494 | Phone: (206) 936-6460 |
| Fax: (206) 957-6000 | Fax: (206) 703-1360 |

| | | | |
|---|---|---|---|
| Copy to: | CompuServe Legal, Steve Heaton | Copy to: | Law & Corporate Affairs |
| Fax: | (614) 457-9665 | Fax: | (206) 936-7409 |

or to such other address as a party may designate pursuant to this notice provision.

14.2 Independent Parties. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington as though entered into between Washington residents and to be performed entirely within the State of Washington, and CompuServe consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington.

14.4 Attorneys' Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

14.5 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party, which approval will not be unreasonably withheld.

14.6 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14.7 Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of CompuServe and Microsoft by their respective duly authorized representatives.



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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

| MICROSOFT CORPORATION | COMPUSERVE, INC. |
|---|---|
| By (Sign) | By (Sign) |
| John Ludwig | Craig D. McCallum |
| Name (Print) | Name (Print) |
| Vice President | Vice President |
| Title | Title |
| 12/6/95 | December 6, 1995 |
| Date | Date |

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**EXHIBIT A**

**DESCRIPTION OF INTERNET EXPLORER CODE, INTERNET EXPLORER TOOLS & DELIVERABLES**

**I. Internet Explorer Code.**

A. Current "2.0" Version of Internet Explorer Code.

1. Object File*Description*.

The Internet Explorer 2.0 product consists of the following object files:

Internet Mail:
INETAB.DLL
MINET32.DLL
ISO88591.TRN
NORWEG.TRN
SWEDISH.TRN
USASCII.TRN
INT-MAIL.HLP
INT-MAIL.CNT

Internet Tools:
IEXPLORE.EXE
URL.DLL
INETSTUB.TXT
SECBASIC.DLL
RA.DLL
PNFRONT.EXE
PNCLIENT.EXE
IEXPLORE.HLP
IEXPLORE.CNT
INETWIZ.EXE
INETCPL.CPL
DIALMON.EXE
INTERWIZ.HLP
INETSFG.DLL
INET16.DLL

End User license:
LICENSE.TXT

*2. Internet Explorer Source Files Provided:*

| | | | |
|---|---|---|---|
| GUITAR C | DUMPANCH C | HTREGMNG C | HTALERT H |
| GUITAR H | SHARED H | GTRUTIL C | HTMLPDTD C |
| DEBUGBIT H | MAPCACHE C | HISTORY H | GUITERRS H |
| DCACHE H | HTREGMNG H | HTCHUNK C | HTATOM C |
| DCACHE DF1 | CHARSTRM H | JDATASRC C | HTCHUNK H |
| HTPARSE C | DCACHE C | HTALERT C | HTBTREE C |



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HTBTREE H
HTANCHOR C
REFORMAT C
HTFORMAT H
JPEGLIB H
BLOB C
ASYNCNET H
HTSTRING C
HTSTRING H
HTGHIST C
SCOUS95 ZIP
HTMLPDTD H
IMGCACHE C
AIFF C
HASH H
WRAP H
CHARSTRM C
HTINIT C
HTSPM_P H
JCOMAPI C
UNWRAP H
JDAPI C
HTNEWS H
JDCOEFCT C
HTEXT H
JDCT H
JDDCTMGR C
JDHUFF C
JDMAINCT C
JDMARKER C
JDMASTER C

HTGOPHER C
JDPOSTCT C
JDSAMPLE C
JERROR C
JERROR H
JIDCTFST C
JIDCTRED C
JINCLUDE H
JMEMANSI C
JMEMMGR C
JMEMSYS H
JMORECFG H
JPEGINT H
HTML C
JQUANT1 C
JQUANT2 C
JUTILS C
JVERSION H
GUITFIND C
UNWRAP C
HTFORMAT C
HTTP_SPM H
HTNEWS C
HTACCESS C
GUITERRS C
WRAP C
ASYNC C
STYLES H
HTSPM_OS H
PLAIN C
HTEXT C

XBM C
HTFILE H
HASH C
INET C
COOKIE H
HTGIF C
SGML H
HTPLAIN C
STATESEC C
JDCOLOR C
ASYNC H
JCONFIG H
MAPCACHE H
HTSPMUI C
HTHOTLST C
HTGIFXBM H
HTHOT2 C
HTGOPHER H
WAIT H
HTFTP C
HTTCP H
HTINIT H
HTLIST C
HTLIST H
SGML C
DOWNLOAD C
HTTCP C
IMGCACHE H
HTUTILS H
JDMERGE C
BLOB H

HTML H
HTPARSE H
AU C
HTREQ H
PRESENT C
PREFS H
COOKIE C
HTACCESS H
HTATOM H
STATESEC H
HTSPM C
HTFILE C
HTTP_SPM C
HTXBM C
PRESENT H
LOADDOC C
HTSTREAM H
TW H
HTPLAIN H
SEM C
HTANCHOR H
HTTP H
HTHEADER C
STYLES C
SEM H
SOUND H
TEMPFILE C
USERAGNT H

RC_ACCEL ACL
DLG_DFLT DLG
DLG_SAFE C
JPEG C
DIB H
DLG_ERR C
RC_IDS H
IERROR C
DLG_PAGE C
UNKNOWN H
ARRGLOBE CUR
DLG_PROP DLG
W32MENU C
GENDATAO HPP
W_STYLE C
CONTMENU C
DLG_UNK C
GIF C
ISCTRL CPP
DROP CPP
RC_DLG H

IDATASRC C
GLEPIG H
MIDI H
HTMLUTIL C
DLG_PREF DLG
DLG_PAGE DLG
DATAOBJM H
DLG_FIND C
DLG_DFLT C
CONFIG H
WINVIEW C
WC_HTML C
DECODER C
HOTSPOT CUR
DLG_PREF C
PROJECT HPP
W32DDE C
SAFESTRM H
DLG_SAFE H
W32MDI C
MARQUEE H

RC_ERRS H
DLG_ABOU DLG
DLG_IMGV DLG
BRHAND CUR
DLG_ERR DLG
GENDATAO CPP
SCOUS95 ZIP
DLG_ERR H
BRHNWAIT CUR
DRAW C
MISSING BMP
MIDI C
DROP H
MAIN C
DLG_SAVE C
DLG_ABOU H
DLG_PRNT C
DLG_SSL C
RC_MENU MNU
DLG_POST H
HTMLUTIL H

HEAPMGR H
MDFT C
SAFESTRM C
DLG_NOOC DLG
W32WAIT C
DLG_OPEN C
NOTLOAD BMP
DLG_FIND DLG
HTSPM_OS C
RES_SAFE H
DLG_ABRT H
DLG_POST C
BTN_ANIM C
BITMAPS C
MIME C
SGLOBE BMP
DLG_BDOC DLG
RC_ERRS STB
DLG_PREF H
IOCS CPP
DLG_SND DLG



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|---|---|---|---|
| CSITE CPP | WC_FRAME C | W32CMD C | TCP H |
| DLG_FIND H | PROTOS H | EFFECT3D C | DLG_SSL H |
| WINVIEW H | WS_DLL H | ALL H | W32FORMS C |
| W32ERROR C | W_PAL H | GWC_BASE C | W32CMD H |
| GLOBE BMP | MIME H | IOC CPP | VRML C |
| DLG_IMGV H | OLEPIG C | IEU CPP | W32UTIL C |
| PREFS C | DLG_UNK DLG | VRML H | WC_TBAR C |
| W32WIN_C H | DLG_SSL0 DLG | CLIST CPP | DLG_SSL1 DLG |
| HTFWRITE C | DLG_DFLT H | MARQUEE C | DLG_SSL2 DLG |
| DLG_ABOU C | MDFT H | XOBJ CPP | WC_BHBAR C |
| DECODER H | DATAOBJM CPP | AMBIENT CPP | MY_CTYPE H |
| CONTMENU H | IOCTLS CPP | HELPERS CPP | DLG_SSL3 DLG |
| RC_MENU H | IAS CPP | AMBIENT HPP | PAGE H |
| DLG_PAGE H | IOIPS CPP | CLIST HPP | DLG_SSL5 DLG |
| W_CLOSE C | FETCH C | CONTAIN HPP | DLG_SSL6 DLG |
| WS_DLL C | DLG_PROP H | CSITE HPP | DLG_SSL7 DLG |
| W_PAL C | GLOBALS H | HELPERS HPP | W32WIN H |
| W32SOUND C | DRAG CPP | IAS HPP | RC_STTBL STB |
| TW_PRINT C | HTFWRITE H | IEU HPP | W32MACRO H |
| RC_MENU STB | DRAG H | IOC HPP | W32SOUND H |
| W32DDE H | DLG_SSL4 DLG | IOCS HPP | W_SPLASH C |
| W_HIDDEN C | WC_HTML H | IOCTLS HPP | W_VOID C |
| DLG_SND H | W32NET C | IOIPF HPP | DLG_ABRT DLG |
| DLG_UNK H | DLG_POST DLG | IOIPS HPP | |
| RC_BTN H | MCI C | SCRIPT1 H | |
| DLG_SAFE DLG | MCI H | XOBJ HPP | |
| GLOBALS C | IOIPF CPP | CONTAIN CPP | |

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|---|---|---|---|
| PCH C | CONSOLE C | XX_DEBUG DEF | XX_DEBUG C |
| XX_PRIVI H | XX_DEBUG H | XX_DEBUG RC | AUDITHDC H |
| PROJECT H | MAKEFILE | XX_DLG H | AUDITMEM H |
| DEPEND MK | LIBMAIN C | XX_PROTO H | XX_DLG DLG |
| AUDIT C | AUDITGDI H | LOGFILE C | |

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|---|---|---|---|
| ANSI2KNR 1 | EXAMPLE C | JCONFIG DJ | JDCOEFCT C |
| ANSI2KNR C | FILELIST DOC | JCONFIG DOC | JDCOLOR C |
| CDERROR H | INSTALL DOC | JCONFIG MAN | JDDCTMGR C |
| CDJPEG C | JCAPIMIN C | JCONFIG MC6 | JDHUFF C |
| CDJPEG H | JCAPISTD C | JCONFIG SAS | JDINPUT C |
| CHANGE LOG | JCCOEFCT C | JCONFIG ST | JDMAINCT C |
| CJPEG 1 | JCCOLOR C | JCONFIG VMS | JDMARKER C |
| CJPEG C | JCINIT C | JCONFIG WAT | JDMASTER C |
| MAKEFILE | JCDCTMGR C | JCPARAM C | JDMERGE C |
| CKCONFIG C | JCHUFF C | JCPHUFF C | JDOSAOBJ DOC |
| CODERULE DOC | JCMAINCT C | JCPREPCT C | JDPHUFF C |
| CONFIGUR | JCMARKER C | JCSAMPLE C | JDPOSTCT C |
| DJPEG 1 | JCMASTER C | JCTRANS C | JDSAMPLE C |
| DJPEG C | JCOMAPI C | JDAPISTD C | JDTRANS C |
| JMORECFG H | JCONFIG BCC | JDAPIMIN C | JERROR C |
| JCONFIG H | JCONFIG CFG | JDATADST C | JFDCTFLT C |

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|---|---|---|---|
| JFDCTFST C | JQUANT1 C | MAKEFILE SAS | README |
| JFDCTINT C | JMEMSYS H | MAKEFILE UNI | README DOS |
| JIDCTFLT C | JQUANT2 C | MAKEFILE VMS | STRUCTUR DOC |
| JIDCTFST C | JPEGLIB H | MAKEFILE WAT | TESTIMG GIF |
| JIDCTINT C | JUTILS C | MAKLJPEG ST | TESTIMG JPG |
| JIDCTRED C | JVERSION H | MAKTJPEG ST | TESTIMG PPM |
| JINCLUDE H | LIBJPEG DOC | MAKVMS OPT | TESTIMGP JPG |
| JMEMANSI C | IDATASRC C | RDBMP C | TESTORIG JPG |
| JMEMDOS C | MAKCJPEG ST | JDCT H | TESTPROG JPG |
| JMEMDOSA ASM | MAKDJPEG ST | RDCOLMAP C | USAGE DOC |
| JMEMMGR C | JCHUFF H | JERROR H | WIZARD DOC |
| JMEMNAME C | MAKEFILE ANS | RDGIF C | WRBMP C |
| JMEMNOBS C | MAKEFILE BCC | RDJPGCOM 1 | WRGIF C |
| JPEGINT H | MAKEFILE CFG | RDJPGCOM C | WRJPGCOM 1 |
| JPEGSRC6 ZIP | MAKEFILE DJ | RDPPM C | WRJPGCOM C |
| JPEGTRAN 1 | MAKEFILE MAN | RDRLE C | WRPPM C |
| JPEGTRAN C | MAKEFILE MC6 | RDSWITCH C | WRRLE C |
| JDHUFF H | MAKEFILE MMS | RDTARGA C | WRTARGA C |

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|---|---|---|---|
| PRIVATE C | HTUU C | BASIC C | PWCACHE H |
| PWCACHE C | HTUU H | PRIVATE H | BASIC H |

| | | | |
|---|---|---|---|
| BASIC ICO | DROP BAT | DLG_PW DLG | WIN32 H |
| BASIC DEF | DLG_PW C | DLG_PW H | BASIC RCV |
| PCH C | BASIC RC | MAKEFILE | |
| DEPEND MK | MAIN_W32 C | RC H | |

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|---|---|---|---|
| CRYPT C | HASH H | GUTS H | PKCS H |
| HASH C | CERT H | GUTS C | SSL C |
| ANBIAFCN | PKCS C | TABLE C | SSL H |
| SSL MAK | TABLE H | CRYPT H | |
| CRYPTO H | | | |
| RSA H | | | |

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|---|---|---|---|
| GLOBAL H | MD5C C | SIMPLE C | PRIVATE C |
| MD5 C | NAME H | PWCACHE C | PRIVATE H |
| MD5 H | MODULE H | PWCACHE H | |

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|---|---|---|---|
| DEPEND MK | DROP BAT | DLG_PW H | SIMPLE MAK |
| WIN32 H | MAKEFILE | SIMPLE DEF | MODULE ICO |
| RC H | DLG_PW C | MAIN_W32 C | PCH C |
| SIMPLE RC | DLG_PW DLG | SIMPLE RCV | |

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|---|---|---|---|
| URLFILE ICO | RC_FRAME ICO | NITIAL HTM | JAPAN REG |
| RC_HTML ICO | STATBAR BMP | SCOUS95 ZIP | IEXPLORE REG |
| PCHCPP CPP | TOOLBAR BMP | DEFAULT INI | PCH C |
| IEXPLORE RC | REG BAT | MIME REG | ACCESS ICO |
| VRML ICO | HELP HTM | RC_U_FT ICO | VERSION C |



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HOMEPAGE HTM
RC_GOTO ICO
OLDVER H
RC_O_APP ICO
RC_O_ADV ICO
FOLDER_O ICO
NEWS ICO
MAKEFILE
DEPEND MK
CONNTO ICO
INTERNET ICO
FINDING ICO
NOICON ICO
FOLDER_C ICO
IEXPLORE DEF

IEXPLORE RCV
RC_FIND ICO
RC_SEC ICO
RC_GIF ICO
RC_HOME ICO
RECEIVE ICO
TOPICS HTM
RC_JPEG ICO
IEXPLORE CNT
ADD_DN BMP
ADD_GR BMP
ADD_UP BMP
FIND_DN BMP
FIND_GR BMP
FIND_UP BMP

FNDAG_DN BMP
FNDAG_GR BMP
FNDAG_UP BMP
HELP_DN BMP
HELP_UP BMP
HOME_DN BMP
HOME_UP BMP
HOT_DN BMP
HOT_UP BMP
MISS_DN BMP
MISS_GR BMP
MISS_UP BMP
OPEN_DN BMP
OPEN_UP BMP
PRINT_DN BMP

PRINT_GR BMP
PRINT_UP BMP
RELD_DN BMP
RELD_GR BMP
RELD_UP BMP
SAVE_DN BMP
SAVE_GR BMP
SAVE_UP BMP
STOP_DN BMP
STOP_GR BMP
STOP_UP BMP
URL_DN BMP
URL_UP BMP

WEXTRACT H
MAPI H
DICE H
MSSFCHEK H
ISPRIV H
IEXPDDE H
CONTXIDS H
CONNAPI H
OHAREINC H
DIALMSG H
OHARESTR H
ICAPEXP H
INTSHCUT H
ISGUIDS H
OLECTL H
OLECTLID H
OHAREVER H
DICEAPI H
WININET H
DOWNLOAD H
INLOADER H
CERATTCH H
HLSTD H



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3. *Localized Versions Supported.*

Microsoft will provide all source and resource files necessary to build the following localized version of Internet Explorer 2.0: German, International English, French, Spanish, Italian, Swedish, Dutch, Brazilian, Norwegian, Danish, Finish, and Japanese.

B. Anticipated Future Versions of Internet Explorer Code.

1. Internet Explorer 3.0

The Internet Explorer 3.0 product is optimized for value added services to be easily built on top of a set of Windows operating system internet services currently known under the code name "Sweeper." With the 3.0 release, Microsoft will provide to CompuServe Sweeper binaries that CompuServe may freely ship with CompuServe product. Microsoft will also supply source code to the IE components that sit on top of these system services and that provide the rich functionality that characterizes the 3.0 product such as frame support for navigation, favorites, history: the html display and rendering code, the code supporting VB scripting and OCXs, and other associated code that ensures broad compatibility with web standards and robust browser performance.

2. *Localized Versions Supported.*
(Design goal of 3.0 product is to eliminate the need for unique localized product via UNICODE enabling)

II. Internet Explorer Tools.

Testing Tools:

CompuServe will receive a list of all testing tools used by Microsoft in developing any elements of the Internet Explorer. Testing tools include but are not limited to software and hardware components necessary to perform performance, user interface, compatibility, functional regression, component test, alpha and beta test. CompuServe will receive only those testing tools that are not readily available as commercial products. Delivery of each tool will consist of (i) all source and supporting files necessary to compile, link and build the tool; (ii) documentation necessary for installing and configuring the tool as available and on as "AS IS" basis; (iii) all relevant test suites (unit, subsystem and system level tests).

Specific deliverables unique to Microsoft's Internet Explorer test tools include:

1. Detailed reports from our RAID database providing a current list of known bugs and running list of fixed bugs since last release.
2. Internet Explorer browser test cases - a snapshot of the HTTP server that hosts our browser test cases.
3. International test tools and checklists that we use to verify dialogs, setup, build verification, and country setup sensitivities.

Development Tools

Compuserve will receive a list of all development tools used by Microsoft in developing any elements of the Internet Explorer. Compuserve will receive only those development tools that are not readily available as commercial products. (As we are running a special version of VC, we will provide a drop of our build environment). Delivery of each tool will consist of (i) all source and supporting files necessary to compile, link and build the tool; (ii) documentation necessary for installing, configuring and using the tool as



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available and on an "AS IS" basis; and (iii) Functional and Design specifications for each tool as available and on an "AS IS" basis.

**III. Delivery Schedule for Licensed Software Deliverables**

Internet Explorer 2.0 source and object code (English version): available upon signing
Internet Explorer 2.0 European localization files: available 2 weeks after signing
Internet Explorer 2.0 Japanese files: (currently in beta)

Estimated delivery of 3.0 alpha drop to Compuserve: 2 weeks after signing
Estimated delivery of 3.0 beta drop to Compuserve: 2/96
Estimated final delivery of version 3.0: 6/1/96
(Design goal of 3.0 product is to eliminate the need for unique localized product)

THE FOREGOING EXHIBIT A IS AGREED TO AND ACCEPTED BY THE PARTIES:

| MICROSOFT CORPORATION | COMPUSERVE, INC. |
|---|---|
| By (Sign) | By (Sign) |
| John Ludwig | Craig D. McCallum |
| Name (Print) | Name (Print) |
| Vice President | Vice President |
| Title | Title |
| 12/6/95 | December 6, 1995 |
| Date | Date |

Reviewed by Microsoft Legal
12/6/95

**EXHIBIT B**

**DESCRIPTION OF SUPPORT SERVICES**

Microsoft agrees to:

Assign a dedicated PSS liaison to provide CompuServe premium support.

Support CompuServe's development and integration efforts by answering questions and providing resources to assist in the technology transfer effort. Microsoft agrees to respond to all CompuServe severity level 1 problems within a 24 hour period.

Provide CompuServe with on-site access to Microsoft's Internet Explorer development group.

Provide technical support to assist CompuServe's in modifying IE Code to run with Win32s for a Windows 3.1 release.



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## EXHIBIT C

## BRANDING & ATTRIBUTION REQUIREMENTS

On all CompuServe and/or Spry branded product which includes Internet Explorer or CompuServe's version of the Internet Explorer, packaging, and promotional materials, CompuServe shall give appropriate attribution to Microsoft as the source of the IE Code, and in that connection shall also use the Microsoft Internet Explorer name and logo pursuant to Microsoft's standard trademark policies.

CompuServe agrees to use the appropriate trademark, product descriptor and trademark symbol and clearly indicate Microsoft's ownership of its trademark(s) whenever the trademarks are first mentioned in any advertisement, brochure or in any other manner in connection with Microsoft Internet Explorer.

For private label offerings such as the Mosaic Direct program that carry no CompuServe and/or Spry logo or brand, CompuServe may similarly omit the standard Microsoft Internet Explorer name and logo marks. Both parties agree, however, to work together to define an appropriate mark to indicate that such private label product is Internet Explorer compatible.

CompuServe will include Microsoft's copyright notice in the Help About box in all distributed product (both CompuServe branded and private label offerings ) based upon the IE Code.



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