AMENDMENT NO. 1
TO THE LICENSE AGREEMENT
BETWEEN
COMPAQ COMPUTER CORPORATION AND MICROSOFT CORPORATION
DATED MAY 1, 1996

This Amendment to the license Agreement between MICROSOFT CORPORATION ("MS") and COMPAQ COMPUTER CORPORATION ("COMPAQ") dated May 1, 1996, titled "License and Distribution Agreement (Microsoft Internet Explorer)" is made and entered into this 10th day of September, 1996 and shall be effective upon signature by both parties.

This Amendment shall amend, modify and supersede, to the extent of any inconsistency, the provisions of the above-referenced Agreement (the "Agreement"). All provisions of the Agreement not so modified shall remain in full force and effect.

The parties agree to amend the Agreement as follows:

1) Section 13(c) of the Agreement shall be deleted and replaced with the following:

"(c) MS shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on COMPAQ's (i) manufacture, distribution, or use of any Internet Explorer after MS' notice that COMPAQ should cease manufacture, distribution, or use of such Internet Explorer due to such a claim; or (ii) unauthorized combination of a Internet Explorer with any other product, program or data; or (iii) unauthorized adaptation or modification of any Internet Explorer. For all claims described in this Section 13(c), COMPAQ agrees to defend and indemnify MS to the same extent that MS is obligated to defend and indemnify COMPAQ under Sections 13(a), 13(b) and 13(c)."

2) Exhibit B (COMPAQ'S INTERNET PRODUCT(S)) shall be deleted and replaced with the attached Exhibit B.

3) Exhibit C (MICROSOFT INTERNET EXPLORER LOGO AGREEMENT) shall be deleted and replaced with the attached Exhibit C.

4) Exhibit D (COMPAQ OBLIGATIONS) shall be deleted and replaced with the attached Exhibit D.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the effective date written above. All signed copies of this Amendment shall be deemed originals. This Amendment is executed only in the English language.

MICROSOFT CORPORATION	COMPAQ COMPUTER CORPORATION
	25.
By (Signature)	By (Signature)
	Keith McAuliffe
Name (Printed)	Name (Printed)
	Director,
Title	Title
	9.10.96
Date	Date

GOVERNMENT EXHIBIT 1130

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PLEASE RETURN ONE FULLY-SIGNED ORIGINAL OF THIS AGREEMENT TO
COMPAQ COMPUTER CORPORATION, ATTENTION: CONTRACT RELATIONS, P. O. BOX 692000, M100804, HOUSTON, TX 77269-2000

EXHIBIT B

COMPAQ'S INTERNET PRODUCT(S)

1. Support Software CD for Compaq Desktop, Portable and Workstation Products
2. Compaq Resource Kit for Microsoft Windows NT

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Exhibit to the License Agreement dated May 1, 1996 between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

(Added by Amendment dated September 10, 1996)

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EXHIBIT C

MICROSOFT INTERNET EXPLORER LOGO AGREEMENT

This Logo License Agreement ("Logo Agreement") is made and entered into between MICROSOFT CORPORATION, a Washington corporation with its principal place of business at One Microsoft Way Redmond, Washington 98052-6399 USA ("MS"), and "COMPAQ," the individual or entity that agrees and accepts the terms and conditions of this Logo Agreement and the Microsoft Internet Explorer Logo Usage Guidelines.

The parties hereby agree as follows:

1. DEFINITIONS

For purposes of this Logo Agreement the following terms shall have the following meanings:

(a) "Logo" shall mean the "Microsoft® Internet Explorer" logo depicted in the Guidelines or such additional or replacement logos as MS may provide from time to time under this Logo Agreement.

(b) "Internet Site" shall mean the HTML homepage on the respective CDs described as Compaq's Internet Products in Exhibit B. In the case of the Support Software CD for Compaq Desktop Products and the Compaq Resource Kit for Microsoft Windows NT (COMPAQ's Internet Product(s) listed in Exhibit B), "Internet Site" shall refer to the HTML home page on the respective CD.

(c) "Product" shall mean COMPAQ's product that is separately licensed to include the Microsoft Internet Explorer software.

(d) "Guidelines" shall mean the guidelines for use of the Logo as outlined in the Microsoft Internet Explorer Logo Usage Guidelines. Such Guidelines may be revised by MS from time to time and shall be a part of this Logo Agreement. Compaq will make best efforts to implement any changes in the Logo or Guidelines within a reasonable time after notice from Microsoft.

(e) "Criteria" shall mean the applicable Microsoft Internet Explorer compatibility criteria as defined in the attached Microsoft Internet Explorer Logo Licensing Program Summary. Such Criteria as may be revised by MS from time to time, shall be made a part of this Logo Agreement upon reasonable advance notice to COMPAQ

(f) "Effective Date" shall mean July 1, 1996.

2. LICENSE GRANT

Subject to and expressly conditioned upon compliance with the terms and conditions of this Logo Agreement, MS hereby grants to COMPAQ a worldwide, nonexclusive, nontransferable, royalty-free, personal right to use the Logo solely in conjunction with the Internet Site and/or Product and solely in the manner described in the Guidelines.

3. ACKNOWLEDGMENTS

COMPAQ agrees and acknowledges that Microsoft retains all right, title, goodwill and interest in and to the Logo. COMPAQ agrees not to adopt, use or register any corporate name, trade name, trademark, service mark or certification mark, or other designation confusingly similar to, or containing in whole or in part, the Logo. COMPAQ agrees that all use of the Logo by COMPAQ will inure to the benefit of MS.

4. REPRESENTATIONS AND WARRANTIES

(a) COMPAQ represents and warrants that it will use the Logo solely as provided in this Logo Agreement and will not use the Logo

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for promotional goods or for products which, in MS' reasonable judgment, may diminish or otherwise damage MS' goodwill in the Logo, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent or otherwise in poor taste or unlawful, or which purpose or objective is to encourage unlawful activities. COMPAQ may not use the Logo in any way as an endorsement or sponsorship of the Internet Site or Product by MS.

(b) COMPAQ represents and warrants that the Internet Site or Product meets all applicable Criteria and complies with all applicable laws, rules, and regulations relating to the Product and Internet Site.

(c) COMPAQ agrees to indemnify and hold MS harmless and, at MS' request, defend MS from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Internet Site or Product in any manner, including user claims regarding the Internet Site's or Product's incompatibility with the Internet Explorer. MS shall notify COMPAQ promptly in writing of any claim, and MS shall provide reasonable assistance, at COMPAQ's expense in the defense of such claim.

(d) MS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WITH RESPECT TO THE LOGO.

5. LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL MS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO COMPAQ'S MARKETING, DISTRIBUTION OR ANY USE OF THE LOGO, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. NO FURTHER CONVEYANCES

This Logo Agreement is personal to COMPAQ, and COMPAQ shall not assign, transfer or sublicense this Logo Agreement (or any right granted herein) in any manner without the prior written consent of MS.

7. QUALITY

COMPAQ agrees to maintain the quality of the Internet Site and/or Product used in conjunction with the Logo at a level that meets or exceeds industry standards and at least commensurate with the quality of the Internet Site or Product as currently offered by Compaq.

8. TERM OF LOGO AGREEMENT

The term shall be one (1) year from the Effective Date of this Logo Agreement and is automatically renewable for one (1) year periods thereafter provided, however, MS shall have the right to terminate this Logo Agreement at anytime with or without cause upon thirty (30) days prior written or electronic notice. If this Agreement is terminated by MS, then upon notice of termination, COMPAQ's license to use the Logo shall be deemed revoked and COMPAQ shall immediately cease and desist from using the Logo. COMPAQ, however, shall have the right to continue distributing its existing inventory of Products, packaging or promotional materials containing the Logo until depleted. Subject to the foregoing sentence, from and after termination or expiration of this Logo Agreement, COMPAQ shall cease and desist from all use of the Logo.

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9. GENERAL

(a) This Logo Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that Washington is the proper jurisdiction and venue for any dispute related to this Logo Agreement.

(b) If either party employs attorneys to enforce any rights arising out of or related to this Logo Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

(c) No waiver of any breach of any provision of this Logo Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(d) If any provision of this Logo Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(e) Neither this Logo Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

(f) The provisions of Sections 3, 4(c), 4(d) and 5 shall survive expiration or termination of this Logo Agreement.

(g) This Logo Agreement, together with the Guidelines and Criteria, constitutes the entire agreement of the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications. It shall not be amended except by changes to the Guidelines or Criteria by MS or by written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorized representatives.

In Witness Whereof, the parties have executed this Logo Agreement as of the Effective Date.

MICROSOFT CORPORATION	COMPAQ COMPUTER CORPORATION
_____	9/10/96
Signature	Signature
_____	Keith McAuliffe
Name (printed)	Name (printed)
_____	Director
Title	Title
_____	9.10.96
Date	Date

Exhibit to the License Agreement dated May 1, 1996 between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

(Added by Amendment dated September 10, 1996)

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Microsoft Internet Explorer Logo Licensing Program Summary

Logo Criteria

For quick authorization to use the Microsoft Internet Explorer logo, COMPAQ needs to support two or more of the new HTML features in the utilized version of Microsoft Internet Explorer by September 15, 1996 in its Internet Site:

- Ratings. Support self-regulation of content to ensure appropriate access to your Internet Site.
- Marquees. Scroll text or graphics across your screen.
- Enhanced tables. Use colors/textures to make tabular data more legible and visually appealing.
- Background sounds. Provide an auditory experience when your Internet Site is accessed.
- Watermarks. Create a mark of distinction on your home page.
- Inline AVIs. Graphically animate your page beyond static images.
- Enhanced HTML Frame Tags. Simulate the appearance of a magazine with borderless, nonscrolling, floating frames, and even frames within frames.
- Enhanced HTML style sheets. Control margins, line spacing, and placement of design elements; specify fonts and point sizes; get desktop publishing support for the Web.

Exhibit to the License Agreement dated May 1, 1996 between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION.

(Added by Amendment dated September 10, 1996)

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MICROSOFT® INTERNET EXPLORER STANDARD LOGO USAGE GUIDELINES

Includes

Microsoft has established the following set of guidelines to assist you in proper use of the Microsoft Internet Explorer standard logo (the "Logo").
The power of the Logo lies in its consistent and appropriate use. Any usage outside these guidelines dilutes the effectiveness of the Logo and makes it more difficult to defend our rights to the trademark. Microsoft reserves the right to change the Logo and/or these Guidelines at any time at its discretion. Third parties shall comply with the Guidelines as amended from time to time.

ACCOMPANYING WORDS

The graphic may not be used without the words "Includes," "Microsoft®," and "Internet Explorer" attached, except as otherwise provided below. No additional or substitute words may be used. The words may not be abbreviated, translated, or transliterated, as in non-English documentation. Microsoft will, however, provide the Logo in versions where the word "Includes" may be translated for the local market, as available. You may not substitute your own translation of the Logo.

USING THE MICROSOFT INTERNET EXPLORER STANDARD LOGO

- Use the Logo only to promote Microsoft Internet Explorer and indicate that your product includes Microsoft Internet Explorer.
- This Logo is NOT to be placed on World Wide Web sites for the purpose of downloading Microsoft Internet Explorer. For this purpose, please see the Microsoft Internet Explorer Online Logo Usage guidelines at http://www.microsoft.com/ie/logo/.
- Microsoft will provide you with electronic artwork of the Logo. You may not alter this artwork in any way.
- This Logo is for Microsoft and third party use only as a graphical representation of Microsoft Internet Explorer software.
    - Microsoft Use: The Logo may be used by Microsoft on packaging, channel, collateral, advertising, direct mail, and events promotion materials for Microsoft products that include Microsoft Internet Explorer software. When referring to Microsoft Internet Explorer by itself, Microsoft may use the Logo without the word "Includes."
    - Third Party Use: The Logo may be used by third parties authorized to distribute the Microsoft Internet Explorer software under a separate License and Distribution Agreement. Authorized third parties may use the Logo only on the product packaging of products that include Microsoft Internet Explorer software and related advertising.

LEGAL INFORMATION

- The Logo is owned by Microsoft Corporation. All uses of the Logo must include the following notice: "Microsoft is a registered trademark in the United States and other countries and the Microsoft

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Internet Explorer Logo is a trademark of Microsoft Corporation." A trademark symbol (™) should appear to the right of the Logo without alteration from the electronic or camera-ready artwork provided. In addition, a registered trademark symbol (®) must appear in the upper-right corner immediately following the word "Microsoft." Do not remove any trademark symbols or alter the Logo in any way.

- The product name for Microsoft Internet Explorer should appear as "Microsoft® Internet Explorer" at the first and most prominent use in all materials and can thereafter be referred to as "Internet Explorer."
- Microsoft owns the Microsoft Internet Explorer Logo and all uses of the Logo will inure to the benefit of Microsoft. Third parties shall employ best efforts to use the Logo in a manner that does not derogate from Microsoft's rights in the Logo and will take no action that will interfere with or diminish Microsoft's rights in the Logo. Third parties should not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, trade dress, or other designation similar to, or containing in whole or in part the Logo.
- Third parties may not use the Logo in a manner that would imply that their company or any goods or services provided by such third parties are sponsored or endorsed by, or affiliated with Microsoft.
- Third parties may not display the Logo on packaging, documentation, collateral, or advertising in a manner that suggests their product is a Microsoft product, or in a manner that suggests Microsoft is a part of their product name.
- You are not permitted to use the Logo to disparage Microsoft Corporation, its subsidiaries, products, or services, or for promotional goods or for products which, in Microsoft's reasonable judgment, may diminish or otherwise damage Microsoft's goodwill in the Logo, including but not limited to uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.
- Third parties may not imitate Microsoft's product packaging or the Logo in any of their materials, including advertising, product packaging, and promotional materials.
- The Logo or the names "Microsoft," "Microsoft Internet Explorer," or "Internet Explorer" cannot appear larger and/or more prominent than third parties' trade name, service name, product name, or trademark on any materials produced or distributed by such third parties.
- Microsoft reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

SIZING AND PLACEMENT REQUIREMENTS

- Recommended minimum size is 1" high. The "small" graphic interchange format (GIF) file provided is an example of the smallest recommended size.
- The Logo with accompanying words must stand alone. A minimum amount of empty space must surround the Logo so as to separate it from any other object such as type, photography, borders, edges, and so on. The required border of empty space around the Logo must be ½*x* wide, where *x* equals the height of the Logo as measured from the top edge of the word "Includes" to the bottom edge of the word "Explorer."
- You may not combine the Logo with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
- The Logo may not be used as a design feature on your product, product packaging, documentation, collateral, or advertising.

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FOUR-COLOR OR ONE-COLOR APPLICATIONS

COLORS

The color version is the preferred way of reproducing the Logo. The Logo consists of a blue graphic element and black type. The PANTONE® Matching System (PMS) color for the blue is PMS 279 C. Four-color process (CMYK) equivalents can also be used. For online usage, the blue color should be Red 0, Green 102, Blue 255 for 8-bit or higher resolution palettes.

The color version can be reproduced only as described here.

BLACK-AND-WHITE APPLICATIONS

The black-and-white Logo consists of a black graphic element and black type. Please use the file provided.

ACCESSING THE FILES

The print files are provided in Encapsulated PostScript® (EPS) and Windows® metafile (WMF) format. Use the EPS files for materials printed to a PostScript-compatible printer. Use the Windows metafile to print to a non-PostScript printer. These files should not be opened and edited, only placed (for example, select "import...picture") into software programs such as common page-layout or presentation programs, word-processing software, and so forth.

Due to translation problems between the Mac and PC, Mac™ EPS images may lose their preview. When you place them into your page-layout document, you will see a box or big 'X' instead of the preview. The image will still print correctly and the bounding box accurately shows the size of the image. EPS images are sizable, but please scale proportionately.

PC EPS images only have black-and-white previews. If you chose to use a color PC EPS, it will still preview in black and white. When you print it, the color will print correctly.

EPS format is device-dependent so the resolution of the device you are printing to is the resolution you will achieve.

The art files include Adobe Illustrator (ART) and Macromedia Freehand (FH5) format. These are provided for use where the print files supplied will not work. They are not to be altered.

QUALITY CONTROL

Microsoft reserves the right to review your use of the Logo and to conduct spot checks on all products, product packaging, marketing materials, and documentation and may periodically send out requests for samples. Microsoft may also conduct spot checks in retail outlets and other product sources to monitor your compliance with these Logo Usage Guidelines. Refusal to submit samples, noncompliance with these Guidelines, or failure to correct any deficiencies in your use of the Logo and/or in the quality of the product used in conjunction with the Logo upon reasonable notice from Microsoft could result in revocation of your license to use the Logo.

© 1996 Microsoft Corporation. All rights reserved.
Microsoft and Windows are registered trademarks in the United States and/or other countries and the Microsoft Internet Explorer logo is a trademark of Microsoft Corporation.
PostScript is a registered trademark of Adobe Systems, Inc. Macintosh is a registered trademark and Mac is a trademark of Apple Computer, Inc. PANTONE is a registered trademark of Pantone, Inc.

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EXHIBIT D

COMPAQ Obligations

1. By September 15, 1996, COMPAQ agrees to employ two or more of the advanced features of MS' Internet Explorer HTML extensions in the design of COMPAQ's home page of each COMPAQ Internet Product(s) listed in Exhibit B.

2. Include the "Microsoft Internet Explorer" logo on the home page for COMPAQ's Internet Product(s), along with a hot link to www.microsoft.com/ie/ie.htm on the face of the home page.

3. Offer the Microsoft Internet Explorer as the preferred worldwide web browser for users of any COMPAQ Internet Produc(s) listed in Exhibit B.

4. Compaq's Commercial Desktop Division will proactively deploy Microsoft Internet Explorer internally for internal use within the division, and be solely responsible for training COMPAQ's employees on using the Microsoft Internet Explorer.

5. Use the Microsoft Internet Explorer name and logo with the following COMPAQ Internet Product(s) materials: Promotional flyer, CD, CD sleeve, and the CD home page. Such use shall be pursuant to MS' standard trademark policies as attached hereto and as may be provided by MS to COMPAQ from time to time.

6. Announce that COMPAQ has licensed the Microsoft Internet Explorer within thirty (30) days of the initial release of each COMPAQ Internet Product(s). COMPAQ shall provide any such press release to Microsoft for review at least five (5) days prior to release. COMPAQ agrees MS may use COMPAQ's name in any press release MS issues regarding licensing of the Microsoft Internet Explorer.

7. Provide MS with a quarterly volume distribution summary for COMPAQ's Internet Product(s) that includes Microsoft Internet Explorer. Such summary shall be provided to MS within forty five (45) days following the end of the quarter. COMPAQ's summary shall specify for each version of the Licensed Software, the number of copies of the Licensed Software licensed or distributed by or for COMPAQ during that calendar quarter. Such distribution shall include copies distributed by COMPAQ internally and externally. In the event that no copies were licensed or distributed by or for COMPAQ during a calendar quarter, COMPAQ shall indicate this on the volume distribution summary. All such summary reports shall be maintained in confidence by MS and shall not be disclosed to any third party except to its immediate legal and financial consultants as may be required in the ordinary course of MS' business.

MS Obligations

1. If MS creates a "partners page" on www.microsoft.com, then MS agrees to include a "hotlink" from the partners page to a Compaq Internet page of Compaq's choice within a mutually agreeable timeframe.

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