SIGNED ORIGINAL

LICENSE AND DISTRIBUTION AGREEMENT
(Microsoft Internet Explorer)

This License and Distribution Agreement ("Agreement") is made and entered into this 1st day of July, 1996 ("Effective Date"), by and between MICROSOFT CORPORATION, a Washington corporation, One Microsoft Way, Redmond, WA 98052-6399 ("MS"), and COMPAQ COMPUTER CORPORATION, a Delaware, USA corporation ("COMPAQ").

The parties agree as follows:

1. DEFINITIONS

(a) "Licensed Software" shall mean all available versions of the software product described on Exhibit A.

(b) "Internet Product" shall mean any COMPAQ product (except a new personal computer) listed in Exhibit B which: (i) provides access to the Internet; or (ii) provides information about the Internet; or (iii) utilizes Internet technology.

(c) "Product Release" shall mean a release of the Licensed Software which MS designates as a change in the digit to the left of the decimal point in the Licensed Software version number [(x).xx].

2. LICENSE

(a) MS grants to COMPAQ a nonexclusive, worldwide, royalty-free license to use, reproduce and distribute (directly and indirectly through COMPAQ's distribution channel) the Licensed Software solely for use in conjunction with COMPAQ's Internet Product to COMPAQ's end user customers and internally in the Commercial Desktop Division of Compaq. Compaq may not modify or customize the Licensed Software.

(b) The Licensed Software may only be distributed as part of or for use with COMPAQ's Internet Product and not as a "stand-alone" product.

(c) If a new Product Release is made available by MS, then COMPAQ must immediately cease reproducing and distributing any prior version of the Licensed Software and begin distributing such new version with COMPAQ's Internet Products. COMPAQ may, however, continue to distribute existing inventory of COMPAQ's Internet Product containing a prior version of the Licensed Software for a period of three (3) months following MS' release of a new Product Release.

(d) COMPAQ shall require its distributors, dealers and others in its distribution channels to comply with the relevant distribution terms of this Agreement, in particular with Sections 2 and 3.

(e) All rights not expressly granted herein are reserved by MS.

(f) MS grants to COMPAQ the right to use, reproduce, make derivative works of and distribute (directly and indirectly through COMPAQ's distribution channel) any documentation for the Licensed Software (including any online help) to COMPAQ's end user customers in hard media or in electronic form.

3. LICENSE RESTRICTIONS.

COMPAQ's license in Section 2 is expressly conditioned upon COMPAQ's compliance with the following terms and conditions:

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1107-6220

(a) COMPAQ may not reverse engineer, decompile or disassemble the Licensed Software.

(b) COMPAQ may not permit further redistribution of the Licensed Software by end user customers of COMPAQ's Internet Product.

(c) COMPAQ shall maintain and not alter or remove any copyright and other protective notices contained in the Licensed Software, including the end user license agreement ("EULA") which is included in the setup installation of the Licensed Software.

(d) COMPAQ shall separately execute and return the attached Microsoft Internet Explorer Logo License Agreement attached as Exhibit C.

4. OWNERSHIP

Except as expressly licensed to COMPAQ in Section 2, MS retains all right, title and interest in and to the Licensed Software.

5. ROYALTY PAYMENTS

(a) In consideration of the license rights granted in Section 2 of the Agreement, COMPAQ shall comply with the terms and conditions of this Agreement and with the obligations described in Exhibit D.

(b) COMPAQ hereby agrees to pay MS Zero Dollars (US$0.00) upon execution of this Agreement. Payment shall be sent to the address listed in Section 11. Such payment excludes any taxes, duties, fees, excises or tariffs imposed on any of COMPAQ's activities in connection with this Agreement. Such charges, if any, shall be paid by COMPAQ.

6. ACCEPTANCE AND DISCLAIMER OF WARRANTY

(a) The Licensed Software is deemed accepted by COMPAQ upon receipt.

(b) Neither COMPAQ nor any of its employees shall have any right to make any representation, warranty, or promise on behalf of MS.

(c) **THE LICENSED SOFTWARE IS PROVIDED TO COMPAQ AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY COMPAQ AND THE END-USER CUSTOMER. MS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND (EXCEPT AS STATED IN SECTION 13) NON-INFRINGEMENT.**

(d) **IN NO EVENT SHALL MS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.**

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7. TERM OF AGREEMENT

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year terms unless either party gives the other party thirty (30) days written notice of its intent not to renew.

8. DEFAULT AND TERMINATION

(a) This Agreement may terminate earlier if any of the following events of default occur: (i) if either party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if COMPAQ fails to strictly comply with the provisions of Section 10 or makes or attempts to make an assignment in violation of Section 12(e); (iii) if COMPAQ becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by COMPAQ; or (v) if such a petition is filed by any third party, or an application for a receiver of COMPAQ is made by anyone and such petition or application is not resolved favorably to COMPAQ within sixty (60) days.

(b) Termination under subsection 8(a)(ii) shall be effective as of the date notice is given. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if such defaults have not been cured. The rights and remedies of both parties provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

(c) Upon termination of this Agreement for any reason, COMPAQ must cease including the Licensed Software in COMPAQ's Internet Product. If this Agreement is terminated by MS pursuant to Section 7, COMPAQ may distribute COMPAQ's Internet Product containing the Licensed Software remaining in inventory as of such termination date for a period of three (3) months. After such time, COMPAQ shall destroy all full or partial copies of the Licensed Software in COMPAQ's possession or under its control. If this Agreement is terminated for cause pursuant to Section 8, COMPAQ shall return to MS or destroy all full or partial copies of the Licensed Software in COMPAQ's possession or under its control within ten (10) days following the termination date, including any in-house copies COMPAQ may have produced.

(d) End user licenses validly granted prior to expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

(e) Sections 1, 6, 8, 10, 11 and 12 shall survive termination of this Agreement.

9. SUPPORT

(a) COMPAQ shall be responsible for providing end-user support for customers of the Licensed Software and COMPAQ's Internet Product.

(b) This Agreement does not include technical support from MS to COMPAQ. Technical support may be available from MS or an MS subsidiary pursuant to a separate agreement.

10. NONDISCLOSURE AGREEMENT

COMPAQ shall keep confidential the terms and conditions of this Agreement, and other non-public information and know-how disclosed to COMPAQ by MS. However, COMPAQ may disclose the terms and conditions of this Agreement in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPAQ's business.

11. NOTICES AND REQUESTS

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All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

NOTICES TO COMPAQ:

Compaq Computer Corporation
20555 S.H. 249
Houston, Texas 77070-2698

Attn:	Legal Department
Telephone:	(713) 514-6659
Fax:	(713) 518-3637

NOTICES TO MS AND PAYMENTS/VOLUME DISTRIBUTION SUMMARIES:

Notices:	MICROSOFT CORPORATION One Microsoft Way Redmond, WA 98052-6399
Attn:	Senior Vice President, Systems
Copy to:	Law & Corporate Affairs, US Legal
Fax:	(206) 936-7209
Payments/Volume Distribution Summaries:	MICROSOFT CORPORATION Remittance Processing P.O. Box 84808 Seattle, WA 98124-6108

or to such other address as the party to receive the notice or request so designates by written notice to the other.

12. GENERAL

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and COMPAQ consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party in the manner provided in Section 11 above, or by such other method as is authorized by law.

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

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of COMPAQ and MS by their respective duly authorized representatives. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions 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 Agreement 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.

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(e) The rights and obligations hereunder shall inure to the benefit of the successors of the parties hereto, provided any rights or obligations hereunder shall not be assigned by COMPAQ without the prior written approval of MS.

(f) Any Licensed Software which COMPAQ distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities (the "Government"), is provided to COMPAQ with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restriction as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013, or as set forth in the particular department or agency regulations or rules which provide Microsoft protection equivalent to or greater than the above-cited clause. COMPAQ shall comply with any requirements of the Government to obtain such RESTRICTED RIGHTS protection, including without limitation, the placement of any restrictive legends on any license agreement used in connection with the distribution thereof. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399. Under no circumstances shall Microsoft be obligated to comply with any Governmental requirements regarding cost and pricing data and cost accounting. For any distribution or license of the Licensed Software that would require compliance by Microsoft with Governmental requirements relating to cost and pricing data or cost accounting, COMPAQ must obtain an appropriate waiver or exemption from such requirements for the benefit of Microsoft from the appropriate Governmental authority before the distribution and/or license of the Licensed Software to the Government.

(g) COMPAQ acknowledges that the Licensed Software is subject to the export control laws and regulations of the US, and any amendments thereof. COMPAQ confirms that with respect to the Licensed Software, it will not export or re-export it, directly or indirectly, either to (i) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, and Syria); (ii) any end user who COMPAQ knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. COMPAQ further acknowledges that the Licensed Software may include technical data subject to export and re-export restrictions imposed by US law.

(h) COMPAQ shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary for the performance of all of the terms and conditions of the Agreement including, but not limited to, foreign exchange approvals, import and offer agent licenses, fair trade approvals and all approvals which may be required to realize the purposes of the Agreement.

(i) In the event income taxes are required to be withheld by any non-U.S.A. government on payments required hereunder, COMPAQ may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority. COMPAQ shall promptly deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S.A. Foreign Tax Credit. COMPAQ will make certain that any taxes withheld are minimized to the extent permitted by the applicable law.

(j) If either MS or COMPAQ employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

13. INDEMNIFICATION OF INFRINGEMENT CLAIMS.

(a) MS agrees to defend COMPAQ against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that the Internet Explorer infringes any copyright or trademark (including logos) enforceable in any Included Jurisdictions (defined in Section 13(d), below) or any U.S. patent known to MS as of the

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Effective Date; provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPAQ provides reasonable assistance in the defense of the same at MS' expense for COMPAQ's reasonably incurred out-of-pocket expenses.

(b) In the event MS receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Internet Explorer, MS may at its expense, without obligation to do so, either (i) procure for COMPAQ the right to continue to distribute the alleged infringing Internet Explorer or (ii) replace or modify the Internet Explorer to make it non-infringing, and in which case, COMPAQ shall thereupon cease distribution of the alleged infringing Internet Explorer.

(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 6(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).

(d) MS shall have no obligation to COMPAQ for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, and Norway ("Included Jurisdictions").

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION	COMPAQ COMPUTER CORPORATION
By	By
Don Hardwick	
Name (Print)	Name (Print)
Group Manager	VP Commercial Desktops
Title	Title
8-7-96	7/17/96
Date	Date

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EXHIBIT A

Licensed Software

The Licensed Software consists of Microsoft Internet Explorer (Domestic English Language and such other foreign language versions requested by COMPAQ and which Microsoft has available) for the following platforms:

Windows 3.x (including Windows for Workgroups 3.x)
Windows NT Workstation
Windows 95

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EXHIBIT B

COMPAQ'S INTERNET PRODUCT(S)

1. Support Software CD for Compaq Desktop Products

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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 COMPAQ site(s) described in the Logo Program Sign-Up form which meet the applicable Criteria. In the case of the Compaq Support CD for Compaq Desktop Products, "Internet Site" shall refer to the HTML home page on the 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 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

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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.

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

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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

Signature

Don Hardwick
Name (printed)

Group Manager
Title

8-7-96
Date

COMPAQ COMPUTER CORPORATION

Signature

Name (printed)

VP Commercial Desktops
Title

7/16/96
Date

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Microsoft Internet Explorer Logo Licensing Program Summary

Logo Criteria

For quick authorization to use the Microsoft Internet Explorer logo, you simply need to support two or more of the new HTML features in Microsoft Internet Explorer 2.0 by September 15, 1996 in its Internet Site:

- Marquees
- Inline AVI's
- Table colors
- Watermarks
- Background sounds

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Logo Usage Guidelines

Microsoft reserves the right to change the Microsoft Internet Explorer Logo (the "Logo") and these Usage Guidelines at any time and solely at its discretion. If possible, Microsoft will provide thirty (30) days advance notice of these changes. Any use of the Logo that is not consistent with these Guidelines is strictly prohibited. If you have any questions, please send email to "iservice@microsoft.com".

1. Only use the Logo to promote the Microsoft Internet Explorer and indicate that your product or internet site includes or is compatible with Microsoft Internet Explorer.
2. Used in an internet site, the Logo must always be an active link to http: //www.microsoft.com/ie/ie.htm.
3. Use only Microsoft authorized camera-ready art or electronic artwork of the Logo. The Logo must stand by itself and must include a minimum amount of empty space surrounding the Logo so as to separate it from any other object such as type, photography, borders, edges and so on. The Logo may not be used as a feature or design element of any other logo.
4. The Logo must not appear smaller than 114x43 pixels in size and must be placed in a prominent location on the internet site where it is used. Do not remove any trademark symbols or alter the Logo in any way. Redraws, distortions or animations of the Logo are not permitted.
5. Include the following footnote on materials (if there is available space on such materials as determined by COMPAQ in its reasonable sole discretion or if any other trademark attribution appears on such materials) and on Internet sites that include the Logo: "Microsoft is a registered trademark and the Microsoft Internet Explorer Logo is a trademark of Microsoft."
6. Do not use the Logo or the names "Microsoft," "Microsoft Internet Explorer" or "Internet Explorer" more prominently than your company, product or internet site name.
7. The product name should appear as "Microsoft® Internet Explorer" at the first and most prominent use in materials and can thereafter be referred to as "Internet Explorer."
8. Do not imitate Microsoft's product packaging or the Logo in any of your materials, including advertising, product packaging and promotional materials. The Logo must not be used in a manner that implies Microsoft sponsorship or endorsement of your product, service or internet site.
9. Do not use the Logo to disparage Microsoft, its products or its services.
10. Parties that are licensed to distribute the Microsoft Internet Explorer software may also use the logo in advertising and on product packaging in conformance with the above guidelines.

Microsoft reserves the right to review your use of the Logo. Noncompliance with the Logo License Agreement or with these Guidelines could result in a revocation of your license to use the Logo. All third parties must correct any deficiencies in their use of the Logo and/or in the quality of the product used in conjunction with the Logo upon reasonable notice from Microsoft. Refusal to correct such deficiencies could result in revocation of your license to use the Logo.

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EXHIBIT D

COMPAQ Obligations

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 the Support Software CD for Compaq Desktop Products.

2. Include the "Microsoft Internet Explorer" logo on the home page for COMPAQ's Internet Product, 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 the Support Software CD for Compaq Desktop Products.

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 Support Software CD for Compaq Desktop Products 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 release of the Support Software CD for Compaq Desktop Products. 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 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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