Supplement Addendum
(With Customized Media Option)

Product Name(s) and Version(s): Microsoft® Windows® 95 and/or Microsoft® Windows NT® Workstation Version 4.0
Language Version(s): _____
Supplement: Internet Explorer Version 4.0

The purpose of this Supplement Addendum is to set forth the additional license rights and related restrictions which apply to reproduction and distribution of the above specified Supplement ("Supplement"). The term "COMPANY" as used herein means a company which has a current valid OEM license with MS for the above referenced Product ("Agreement") which Agreement includes Exhibit F. **If your company's license with MS does not include Exhibit F, these additional rights may not be exercised by your company and you may wish to contact your Account Manager for information on amending the license.**

1. Subject to the restrictions set forth in Exhibit F, MS grants to COMPANY the following additional rights as described in Exhibit F:

Distribution on Other Media with Customer Systems Rights

2. Preinstalled Product Software. The Agreement's Exhibit C for the Product(s) includes an Additional Provision that restricts COMPANY from altering the "desktop screen" and other aspects of the Product software ("Initial Boot Provision"). In the event that COMPANY preinstalls the Supplement covered by this Supplement Addendum (Internet Explorer 4.0), then the Initial Boot Provision shall be amended to include the following:

(2) If the Product software includes the ability to run in "Active Desktop" mode, COMPANY may customize the Active Desktop in the Preinstalled Product Software as described below and in accordance with any instructions provided in the OPK, provided COMPANY otherwise complies fully with the Initial Boot Provision:

(A) add COMPANY "Active Desktop components" as described in the OPK, including web site and channel links, to the Active Desktop provided that any trade names, trademarks, logos or brands displayed in connection with such components shall be limited to those under which the Customer System is marketed and distributed in accordance with the Agreement ("Customer System Marks");

(B) customize the background wallpaper of the Active Desktop provided that any trade names, trademarks, logos or brands displayed in such customized wallpaper shall be limited to Customer System Marks;

(C) add a single COMPANY "Premium Channel" (as described in the OPK) to the Active Desktop channel bar with links to COMPANY or third party web sites or content installed on the hard disk of the Customer System ("OEM Premium Channel") provided that any trade names, trademarks, logos or brands displayed on the channel "button" for the OEM Premium Channel shall be limited to Customer System Marks;

(D) add "sub-channels" to the OEM Premium Channel on the Active Desktop channel bar with links to COMPANY or third-party web sites or content installed on the hard disk of the Customer System;

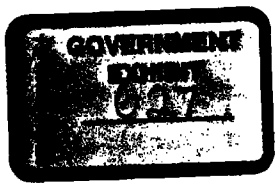
(E) configure the OEM Premium Channel to be "subscribed" by default, such that the OEM Premium Channel content and schedule information downloads to the Customer System hard disk automatically when the end user connects to the Internet and selects the "update" option;

(F) delete Premium Channels and sub-channels included by MS in the Product software, but only upon specific written request by a COMPANY corporate customer per such corporate customer's build-to-order specifications. COMPANY shall not advertise the availability of or otherwise solicit requests for deletions to the MS-supplied Premium Channels and sub-channels.

3. Standard Supplement Media. Back-up media including the standard version of the Supplement shall be made available to COMPANY by MS through the Authorized Replicators. Until sixty (60) days after MS' release to manufacturing ("RTM") of the English language version of the successor to Windows 95 (i.e. the Product code named "Memphis") for any particular language version, MS shall pay to the Authorized Replicators the materials and reproduction costs charged by Authorized Replicators for the standard Supplement media for such language version.

4. Customized Supplement Media. If the Product software includes the ability to run in "Active Desktop" mode, COMPANY may also include on the Supplement media acquired from the Authorized Replicator, COMPANY or third party "channel" content which is installed by COMPANY on the hard disk of the Customer System in accordance with (2) (A) -(E) above provided that

(i) COMPANY shall pay all costs related to customizing the Supplement media;
(ii) COMPANY shall create no more than one (1) version of customized Supplement media for each language version of the Supplement;
(iii) COMPANY shall pay to the Authorized Replicator all materials and reproduction costs of the customized Supplement media except that MS shall pay to all Authorized Replicators a single agreed upon per unit cost for the materials and reproduction of the standard Supplement media for the English, French, German, Italian, Japanese, and Spanish versions ("Key Language Versions") of the Supplement; COMPANY shall bear all costs for any customized Supplement media for language versions other than the Key Language Versions;
(iv) COMPANY hereby indemnifies MS and holds MS harmless from all damages, costs, and expenses (including without limitation reasonable attorney's fees and expenses) resulting from any claims asserted against MS which arise out of customizations made by COMPANY to the Supplement media.



All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Except as expressly amended hereby, the Agreement shall remain in full force and effect.

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