SIGNED ORIGINAL

MICROSOFT CORPORATION LICENSE AND DISTRIBUTION AGREEMENT

This License and Distribution Agreement ("Agreement") is made and entered into this 29th day of April, 1995 ("Effective Date"), by and between MICROSOFT CORPORATION, a Washington corporation, with offices at One Microsoft Way, Redmond, WA 98052-6399 ("Microsoft"), and IBM Corporation, a New York corporation having its principal place of business at Route 100, Somers, New York 10589 ("Licensee").

Microsoft

Recitals

Microsoft is the owner and/or authorized licensor of certain software products and associated documentation, as more fully described in Exhibit A (the "Software").

Licensee wishes to license the Software, in object code form, for distribution with Licensee's Products identified in Exhibit A solely in accordance with the terms of this Agreement.

Agreement

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This product uses Microsoft Dial-up Scripting software.
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GOVERNMENT EXHIBIT 726

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4. LIMITATION OF LIABILITY

IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY DIRECT, 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 SOFTWARE EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERM & TERMINATION

5.1 Term. This Agreement shall be effective from the Effective Date until the earlier of: (i) two (2) years after the Effective Date or (ii) such time as the Software is included in a Microsoft operating system product.

5.2 Termination. This Agreement may terminate earlier if any of the following events of default occur: (i) if Licensee materially fails to perform or comply with this Agreement or any provision hereof; (ii) if Licensee fails to strictly comply with the provisions of Section 8 or makes or attempts to make an assignment in violation of Section 6.5; (iii) if Licensee 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 Licensee; or (v) if such a petition is filed by any third party, or an application for a receiver of Licensee is made by anyone and such petition or application is not resolved favorably to Licensee within sixty (60) days.

5.3 Effect of Termination. Termination under subsection 5.2(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 Licensee if Licensee's defaults have not been cured. The rights and remedies of MS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.4 Return of Materials. If this Agreement is terminated, Licensee shall return to MS or destroy all full or partial copies of the Software in Licensee's possession or under its control within ten (10) days following the termination date, including any in-house copies Licensee may have produced.

5.5 Survival. The provisions of Sections 1.3, 1.4, 2, 3, 4, 5.5, 5.6, and 6 shall survive termination of this Agreement.

5.6 End User Licenses. End user licenses validly granted prior to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

6. GENERAL

6.1 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:

To Licensee:

Ms. Jeannette Dixon
IBM Corporation
Worldwide Procurement
3039 Cornwallis
Research Triangle Park, NC 27709
Phone: 919-254-0547
Fax: 919-543-1119

To Microsoft:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attention: Internet Explorer Marketing Department
Personal Systems Division

6.2 This Agreement shall be construed and controlled by the laws of the State of Washington, and Licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the Washington Long Arm Statute.

6.3 Neither this Agreement, nor any terms and conditions contained herein, shall be construed as: (i) creating a partnership, joint venture, agency relationship or as granting a franchise; or (ii) an approval, endorsement or other recommendation of any Licensee products by Microsoft.

6.4 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.

6.5 This Agreement, and any rights or obligations hereunder shall not be assignable by contract or by operation of law without the prior written approval of Microsoft. Such approval shall not be unreasonably withheld.

6.6 The Software is subject to 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

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6.7 Licensee acknowledges that the Software is subject to the export control laws and regulations of the United States, and any amendments thereof. Licensee confirms that with respect to the Software it will not export or re-export it, directly or indirectly, either to (i) any countries that are subject to United States export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia [includes Serbia, Montenegro, U.N. Protected Areas, and areas of the Republic of Bosnia and Herzegovina under the control of Bosnian Serb forces], Iran, Iraq, Libya, North Korea, and Syria), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) any end user who Licensee knows or has reason to know will utilize the Software in the development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the United States export transactions by any federal agency of the United States government. Licensee further acknowledges that the Software may include technical data subject to export and re-export restrictions imposed by United States law.

6.8 Licensee 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 or advisable 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.

6.9 Licensee shall be responsible for providing end-user support for customers of the Software and Licensee's Product.

6.10 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 Licensee and Microsoft 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.

IN WITNESS WHEREOF, Microsoft and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MICROSOFT CORPORATION	IBM Corporation
By JEFF LUM	By Chand Patel
Name (Print) PIRLEUTAN, ICW	Name (Print) VP, Internet Services
Title 5/13/97	Title April 29, 1997
Date	Date

EXHIBIT A

DESCRIPTION OF SOFTWARE; LICENSEE PRODUCT

I. Description of Software.

smmscrpt.dll
scripter.hlp
scripter.exe
maphis.inf
smmsetup.dll

II. Licensee is permitted to distribute the Software as part of The Licensee Product known as:

-IBM INTERNET CONNECTION SERVICE – INTERNET ACCESS KIT (IAK)

-IBM GLOBAL NETWORK DIALER

ADDENDUM TO MICROSOFT CORPORATION
Site License and Intranet Distribution Site License
or
License and Distribution Agreement
MICROSOFT INTERNET EXPLORER PRODUCT

Upon receipt of this Addendum, signed and completed by the individual or organization indicated below ("Recipient"), also having signed and completed a Microsoft Corporation ("MS") *Site License and Intranet Distribution Site License* or *License and Distribution Agreement* ("the Agreement") for Microsoft Internet Explorer MS shall provide Recipient with a copy of the MS Internet Explorer Administration Kit containing a high-security (128-bit) implementation of Internet Explorer SSL/PCT security and related documentation and information (collectively the "Product").

Recipient understands and acknowledges the following:

1. EXPORT RESTRICTIONS. The following terms are substituted for Section 11(g) of the Agreement: Recipient acknowledges that the Product licensed hereunder is intended for distribution only in the United States and Canada, and that any export of the Product from the United States is regulated under "EI controls" of the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). EI controls are the current equivalent of ITAR munitions export controls that applied to this product prior to 1/1/97. EI controls currently require that you obtain a Commerce export license prior to any export, transmission or shipment of this product to any country, other than Canada, or to any person, entity or end user subject to U.S. export restrictions. The Commerce export license process and EI controls are described on BXA's web site at http://www.bxa.doc.gov/encstart.htm You agree that you will not directly or indirectly, export or re-export the Product (or portions thereof) to any country, other than Canada, or to any person, entity or end user subject to U.S. export restrictions without first obtaining a Commerce Department export license so long as these restriction are in force. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

2. PERMISSIBLE EXPORTS.
Exports to Canada. Recipient acknowledges that if they are located in Canada or intend to redistribute the Product in Canada that export of the Product to Canada for redistribution or use in Canada or the United States is specifically authorized and governed by U.S. export law (EAR 15 CFR 758.1).
Other Exports. The Recipient may re-export the Product outside the United States or Canada only as specifically authorized by an export license, distribution agreement, license exception or other export approval issued by the U.S. Commerce Department, Bureau of Export Administration.

3. EXCLUSIONS FROM DISTRIBUTION. Recipient may not redistribute the 128-bit version of Internet Explorer via its publicly accessible Internet Site without: (a) specific written authorization from Microsoft; and (b) an export license or authorization from the U.S. Commerce Department, if applicable. Except as otherwise specified in this section, the Recipient

may not redistribute the Product or 128-bit Internet Explorer electronically such that it would be made accessible to users located outside the U.S. or Canada.

___ 4. PARTIES BOUND. If "Company Name" or a company address is filled in below, then the individual signing this Addendum represents that he/she has authority to execute this agreement on behalf of such company and agrees that Product (and any copies thereof) shall remain on the company premises, unless otherwise agreed by MS.

This Addendum does not otherwise amend or alter the Agreement previously signed and completed by the Recipient.

IN WITNESS WHEREOF, Recipient has caused this Addendum to be executed by its duly authorized representative.

IBM Corporation
Company Name

Jeannette Dixon
Contact (Recipient)

Company Authorized Representative's Signature

Chand Patel, VP Internet Services
Print Authorized Signature and Title

IBM Worldwide Software Procurement, 3039 Cornwallis
Physical Address (No P.O. Boxes)

Research Triangle Park, NC 27709 USA
City, State/Province, Zip/Postal code, Country

919-254-0547
Phone Number

April 29, 1997
Date

IEAK Addendum (128-bit Crypto)
April 28, 1996

Exhibit A to

128 –bit ENCRYPTION ADDENDUM TO MICROSOFT CORPORATION License and Distribution Agreement MICROSOFT INTERNET EXPLORER PRODUCT

Microsoft authorizes IBM ("COMPANY") to distribute the 128-bit version of the Microsoft Internet Explorer via electronic download over the Internet under the following conditions and subject to the terms and conditions of the attached IEAK Agreement and 128-bit Encryption Amendment

IBM

Microsoft

- The 128-bit version shall be electronically distributed as an upgrade to COMPANY's existing U.S. and Canadian customers, with positive identification of COMPANY's U.S. and Canadian customers.
- The 128-bit version shall be distributed only to customers dialing into an IBM Global Services-Network Services gateway that is located in the United States or Canada.
- COMPANY's customers downloading the 128-bit version shall be presented with specific terms and conditions of use of the 128-bit version and shall positively affirm that he/she agrees to the terms.

MICROSOFT CORPORATION	IBM
By	By Chand Patel
Name (Print) JEFF LUM	Name (Print)
Title DIRECTOR, ICW	Title VP, Internet Services
Date 5/13/97	Date April 29, 1997

IBM

Microsoft