ADDENDUM TO EXHIBIT(S) C1

ADDITIONAL TERMS FOR DESKTOP OPERATING SYSTEM PRODUCTS

(a) Notwithstanding anything to the contrary that may be contained in the Agreement including the above-referenced Exhibit(s) C, the following shall apply to Windows 95 and/or Windows NT Workstation, if licensed under the Agreement:

(1) COMPANY is not licensed to, and agrees that it will not, modify, in any way, or delete any aspect of the Product software (including, without limitation, any features, shortcuts, icons, "wizards", folders (including sub-folders) or programs of Product software) as delivered by MS in the Product Deliverables, except if and as specifically permitted below or in the OPK User's Guide ("OPK") provided in the Product Deliverables. In particular, and without limitation, this means that COMPANY is not licensed to and agrees that it will not:

(A) Modify or obscure, in any way, the sequence or appearance of any screens displayed by the Product software as delivered by MS from the time the Customer System completes BIOS processing after being switched on by the end user and transfers control to the Product software loaded from the hard disk ("End User Boot") until the time that the "Welcome to [Product name]" program has been run and closed by the end user and the Customer System displays the Product software "desktop" screen defined in the OPK ("Desktop Screen").

(B) Except as provided in (C), display any content (including visual displays or sound) from End User Boot through and including the time that the Customer System has displayed the Desktop Screen.

(C) Modify or obscure, in any way, the appearance of the Desktop Screen (including without limitation, the addition or modification of background wallpaper bitmaps displayed upon End User Boot); provided, however, that COMPANY may add icons or folders to the Desktop Screen provided that any such icons are the same size and substantially similar shape as icons included on the Desktop Screen as delivered by MS and that any such folders are the same size, shape and appearance as folders included on the Desktop Screen as delivered by MS.

(D) Use any portion of Product software to enable any programs or other content to run or appear prior to End User Boot.

(E) Configure any programs (including without limitation any "shells", "screen savers" or "welcome" scripts), "wizards" or other content to be enabled, run or initialized automatically (i.e. without requiring a deliberate act of the end user) from an icon or folder on the Desktop Screen or from the "Start" Menu of the Desktop Screen or otherwise. By way of example only, and without limiting the generality of the foregoing, COMPANY agrees that it shall not (1) populate with any programs or other content the Product software "Start-up" directory (i.e., "Windows\Start Menu\Programs\StartUp" folder for Windows 95, or "%windir%\profiles\<user(s)>\Start Menu\Programs\Startup" folder for Windows NT Workstation) or (2) populate the boot.ini, config.sys, autoexec.bat, win.ini, system.ini, system.dat or user.dat files in any manner which will cause any program or content to run or load automatically upon End User Boot, except for device drivers necessary to support preinstalled or preconfigured hardware devices (e.g., network cards, printers, etc.). Notwithstanding the foregoing, COMPANY may configure the following four (4) programs to run automatically in the same manner as COMPANY is currently running such programs as of the date of this Addendum: (1) ROM-based anti-virus program, by McAfee, called SCAN.EXE; (2) a time use and boot counter called AST_LOG.EXE; (3) a long file name conversion utility called LFNBK.EXE; (4) and a desktop management system inventory builder called WINSL.EXE.

(F) Modify or add content to any directories installed by the Product software, except as permitted in the OPK for preinstallation of applications by COMPANY.

(2) COMPANY agrees that it will preinstall and begin shipment of the most current licensed release of Product (i.e., Product Release, Version Release, Update Release or Supplement) on all Customer System models first distributed on or after the ninetieth (90th) day (or an earlier date, at COMPANY's option) following MS' shipment of the corresponding OPK or OPK supplement for such release; provided that if shipment of the OPK or OPK supplement from MS occurs between September 1st and October 31st of a given calendar year, COMPANY agrees that it will begin shipment of most current licensed release of Product no later than February 1st of the following year.

(b) Notwithstanding anything to the contrary contained in the Agreement (including Exhibits), the following shall apply to all Products licensed under the above referenced Exhibit(s) C:

(1) COMPANY may distribute Product(s) only with Customer Systems which are marketed and distributed exclusively under COMPANY's or COMPANY Subsidiaries' brand names, trade names and trademarks. The Product(s) may not be distributed with Customer Systems which are marketed or distributed under any name which includes any third party brand names, trade names or trademarks.

(2) If, at any time, MS becomes aware of any distribution of Product in violation of the Agreement, then without limiting its remedies, MS may charge COMPANY for each such Customer System or unit of Product, as applicable, an additional royalty equal to thirty percent (30%) of the highest royalty for the Product(s). COMPANY shall pay such additional royalty within thirty (30) days of receipt of MS' invoice.

GOVERNMENT EXHIBIT 1035

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EXHIBIT C2

WINDOWS NT® WORKSTATION UPGRADE

(Per System)

* If Royalty/Basis and Language Version(s)are not specified for a particular Product in the table below, then such Product is not licensed under this Agreement.

** Language Key: D = German, E = Spanish, EN = English, FR = French, J = Japanese

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Royalty/Basis *	Non-English Additional Royalty	Estimated Total Number of Units of Product	Added by Amendment Number
Windows NT® Workstation Upgrade Version 4.0	D, E, EN, FR, J	(a), (b), (c), (d), (e), (f), (g), (h)	US$35.00 per system	US$6.00	36,000	12

PRODUCT UPGRADE PROGRAM SCHEDULE

The current Product Upgrade Program Schedule is set forth in the table below for each language version of the Product. MS may, in its sole discretion, extend the Product Upgrade Program Schedule for one or more of the language versions of Product on written notice to COMPANY.

Language Version of Product	*English*	*French, German, & Spanish*	*Japanese*
Product Distribution Expiration Date	December 31, 1996	December 31, 1996	March 31, 1997

ADDITIONAL PROVISIONS KEY

(a) COMPANY agrees that it will not distribute Product until MS advises its OEM customers generally that Customer Systems with Windows NT Workstation Version 4.0 may be distributed.

(b) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, COMPANY shall distribute the Product only in the form/packaging available from the Authorized Replicator.

(c) Notwithstanding anything to the contrary contained in Sections 2 and 6 of the Agreement, COMPANY may distribute the Product only as an "upgrade" provided by COMPANY separate from a Customer System directly (without use of dealers or other intermediaries) to an existing authorized end-user of the Prior Product on a Customer System. COMPANY shall not accept end user customer orders for a given language version of Product later than the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule above. COMPANY's license to distribute each language version of the Product under this Exhibit C shall expire on the Product Distribution Expiration Date specified for such language version in the Product Upgrade Program Schedule above.

(d) COMPANY shall acquire the Product through one Authorized Replicator of COMPANY's choice. COMPANY shall notify MS of the Authorized Replicator through which COMPANY will acquire the Product prior to placing the first order for Product.

(e) This Product may only be distributed to end user customers located within the geographical boundaries of the United States of America, Canada, Europe and Japan.

(f) In order to support end-users of this Product, COMPANY agrees to employ at all times at least one support technician who has successfully completed, at COMPANY's expense, the Microsoft Certified Professional program for this Product.

(g) All marketing or promotion of the Product shall be targeted exclusively to end users of Customer Systems, as defined in this Exhibit C. COMPANY shall place coupons or other promotional materials to offer the Product to end users in packages of Customer Systems distributed with Windows NT Workstation 3.51 (the "Prior Product"). COMPANY shall ensure that such coupons or materials expire not later than the Product Distribution Expiration Date set forth in the Product Upgrade Program Schedule above. COMPANY shall distribute the Product only to those end users who request the Product to be provided.

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(h) If COMPANY is licensed for the Product under a separate Exhibit C on a per copy basis, COMPANY shall separately manage inventories of the Product acquired from the Authorized Replicator under this Exhibit C separately from Product acquired from the Authorized Replicator under such separate Exhibit C. COMPANY shall ensure, and shall maintain records sufficient to conclusively establish, that units of Product acquired under this Exhibit C were distributed only in full compliance with the terms of this Exhibit C.

CUSTOMER SYSTEMS

COMPANY's Customer Systems shall be the assembled computer systems described in the table below which (i) are distributed with a specific language version of the Prior Product preinstalled under a valid OEM license with MS prior to the Product Distribution Expiration Date set forth for such language version in the Product Upgrade Program Schedule above; (ii) are configured for use only by a single user; (iii) are designed to use a video display and keyboard; and (iv) include at least a CPU, a motherboard, a power supply, hard disk drive (except if the Prior Product software is installed in ROM), and a case. Each listed Customer System must have a unique model line name, model name, or model number which COMPANY uses both internally (in COMPANY's books and records) and externally (on the Customer System case and packaging).

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate models by model line or series, e.g., "Jaguar model line", "Jaguar Pro series", "Jaguar Pro 750 model line", "Jaguar Pro 950 series", etc.).." Customer Systems defined by model line or series shall include all present models which include the designated model line or series name, (e.g., "Jaguar Pro model line" includes Jaguar Pro, Jaguar Pro 950, Jaguar Pro S, etc.; "Jaguar series" includes Jaguar, Jaguar Pro, Jaguar Pro 950, Jaguar S400, etc.; "Jaguar Pro 950 series" includes Jaguar Pro 950, Jaguar Pro 955, etc.).

In the event that COMPANY designates models by model line or series in this Exhibit C, then COMPANY may elect to include as Customer System(s) new models in the model line or series by including any such new model(s) on its royalty report for the reporting period in which each such new model is first distributed with the Product. Unless otherwise agreed to by the parties prior to COMPANY's first distribution of a new model with the Product, each such new model designated on a royalty report shall be licensed for the remainder of the term of the Agreement on the same basis (i.e., per system or per copy) as the other models in the model line or series and shall bear the applicable royalty set forth in this Exhibit C. Any new model in the model line or series which is not included in a royalty report as a licensed Customer System (and is thus not licensed for the applicable Product) must have a unique model number or model name used for internal and external identification purposes which distinguishes it from any model which COMPANY has designated previously as a Customer System.

CUSTOMER SYSTEM TABLE

Model Name or Model Number	Processor Type
503057-301	
503057-302	
503057-304	
503057-305	
503057-306	
503057-307	
503057-321	
503058-301	
503058-302	
503058-304	
503058-305	
503058-306	
503058-307	
503058-321	

Model Name or Model Number	Processor Type

COMPANY hereby represents and warrants that the names and numbers indicated in the Model Name or Model Number column in the table above accurately denote the actual designation used by COMPANY to identify the listed models (on the Customer System case and in COMPANY's internal books and records).

EXHIBIT D
BRAND NAMES AND TRADEMARKS

COMPANY AND COMPANY SUBSIDIARIES BRAND NAMES AND TRADEMARKS

If COMPANY Customer Systems are marketed, licensed, or distributed under COMPANY's or COMPANY Subsidiaries' brand names and trademarks **which do not include COMPANY's name**, those brand names and trademarks must be listed below:

Brand Names & Trademarks

1. Sabre
2.

THIRD PARTY BRAND NAMES AND TRADEMARKS

If COMPANY Customer Systems are marketed, licensed, or distributed by a third party under brand names and trademarks which do not include COMPANY's name, those brand names and trademarks and model names used for the Customer Systems by a third party must be listed below. COMPANY may not distribute Windows 95 with COMPANY Customer Systems that are marketed or distributed under any third party brand names or trademarks.

Brand Names & Trademarks	Customer System	Model Name Used by Third Party
1.		
2.		

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EXHIBIT F
SUPPLEMENT RIGHTS

The purpose of this Exhibit is to set forth additional license rights and related restrictions which may apply to Supplement(s) as may be provided by MS from time to time. **The actual additional license rights and related restrictions for each Supplement shall be identified in the "Supplement Addendum" for each such Supplement.** The license rights shall be royalty-free and, except as specified in the applicable Supplement Addendum, shall be subject to the terms and conditions of the Agreement. COMPANY's license rights to Supplement(s) shall expire the earlier of: (i) termination or expiration of COMPANY's license rights to the Product to which the Supplement corresponds, or (ii) termination or expiration of the Agreement.

1. **"Reproduction Rights"**, if granted, shall mean:

(a) Reproduce, in accordance with specifications provided by MS, the Supplement software in object code form on external media (i.e. diskette or CD-ROM) and end user documentation for the Supplement, if any.

(b) Reproduce Product names and Product trademarks on packaging, labels, and end user documentation for the Supplement subject to the following restrictions:

(i) COMPANY's labeling and packaging for the Supplement shall clearly indicate that the Supplement is a supplement to and/or replacement of the Product provided by COMPANY for use on COMPANY's Computer Systems;

(ii) COMPANY will cause to appear on the container and labels of Supplement the copyright, trademark and patent notice(s), as they appear on the applicable release of Product Deliverables; and

(iii) COMPANY's name and/or trademarks shall not be displayed in relation to Product name in a manner which suggests that COMPANY's name and/or trademarks are part of the Product name. COMPANY's name and/or trademarks shall be displayed on the packaging and disk labels more prominently than the name "Microsoft".

2. **"Distribution on External Media with Customer Systems Rights"**, if granted, shall mean:

(a) Distribute one (1) copy of the Supplement software, reproduced in accordance with the reproduction rights granted for such Supplement, with each of COMPANY's licensed Customer Systems to be distributed with Product, subject to the following conditions:

(i) COMPANY shall include with each copy of the Supplement a EULA addendum which shall be substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPANY distributes the Supplement.

3. **"Distribution to Existing End Users Rights"**, if granted, shall mean:

(a) Distribute one (1) copy of the Supplement software, as acquired from an Authorized Replicator if available, or reproduced in accordance with the reproduction rights, if any, granted for such Supplement, to licensed end users of COMPANY's Customer Systems originally distributed with the Product, subject to the following conditions:

(i) The Supplement shall be distributed directly from COMPANY or an MS-authorized fulfillment source;

(ii) COMPANY shall include with each copy of the Supplement a EULA addendum which shall be substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPANY distributes the Supplement; and

(iii) COMPANY shall offer the Supplement at no charge except that COMPANY may charge its reasonable cost of materials and shipping and handling costs.

4. **"Distribution via Bulletin Boards Rights"**, if granted, shall mean:

(a) Post and maintain the object code version of the Supplement on COMPANY's point to point communication link by modem (not Internet) bulletin board corner(s) ("BBS") for distribution to end users of COMPANY's Customer Systems originally distributed with Product, subject to the following conditions:

(i) COMPANY shall ensure that each copy of the Supplement includes a EULA addendum which is substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which COMPANY distributes the Supplement; and

(ii) COMPANY shall offer the Supplement at no charge to end users.

5. **"Distribution via Internet Link Rights"**, if granted, shall mean:

(a) Create and maintain a link on COMPANY's Internet home page(s) to MS' copy of the Supplement on MS' Internet home page(s), at the Universe Resource Locator(s) listed in the Supplement Addendum.

6. **"Distribution via Internet Page Rights"**, if granted, shall mean:

(a) Post and maintain the object code version of the Supplement on COMPANY's home page(s) on the Internet for distribution to end users of COMPANY's Customer Systems originally distributed with Product, subject to the following conditions:

(i) COMPANY shall include with each copy of the Supplement a EULA addendum which is substantially similar to the sample addendum attached hereto as Attachment 1, except that it shall be adapted as may be required by the laws of any non-USA jurisdiction in which the Supplement is distributed; and

(ii) COMPANY shall offer the Supplement at no charge to end users.

7. **"Other Rights"**, if granted, and restrictions shall be as set forth in the applicable Supplement Addendum.

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ATTACHMENT 1 TO EXHIBIT F

ADDENDUM TO THE MICROSOFT SOFTWARE LICENSE AGREEMENT
FOR _____

IMPORTANT READ THIS FIRST. By using the software files (the "Software") provided with this Addendum, you are agreeing to be bound by the following terms. If you do not agree to be bound by these terms, you may not use the Software.

The Software is provided for the sole purpose of replacing or supplementing certain portions of a licensed copy of the above listed Microsoft software product ("ORIGINAL PRODUCT"). Upon installation, the Software files become a part of the ORIGINAL PRODUCT and are subject to the same warranty and license terms and conditions as the ORIGINAL PRODUCT. If you do not have a valid license to use the ORIGINAL PRODUCT, you may not use the Software. Any other use of the Software is prohibited.

EXHIBIT N
ADDRESSES

COMPANY:

NOTICES:
AST Research, Inc.
16215 Alton Parkway
Irvine, California, 92718
U.S.A.
Attn.: Director, Contracts Administration
Telephone: +1-714-727-4141
Fax: +1-714-727-8581

BILL TO:
AST Research, Inc.
16215 Alton Parkway
Irvine, California, 92718
U.S.A.
Attn.: Finance, Microsoft Account

SHIP TO:
1. AST Research, Inc.
16215 Alton Parkway
Irvine, California, 92718
U.S.A.
Attn.: Manager, Hard Disk Master Group

2. AST Research, Inc.
3201 NE Loop 820, Suite 150
Fort Worth, Texas, 76137
U.S.A.
Attn.: Manager, Hard Disk Master Group

3. AST Ireland Ltd.
National Technology Park
Plassey, Limerick
Ireland
Attn.: Manager, Hard Disk Master Group

4. AST Hong Kong Manufacturing
11/F Vanta Industrial Center
21-23, Tai Lin Pai Road.
Kwai Chung, NT
Hong Kong
Attn.: Manager, Hard Disk Master Group

COMPANY Support
telephone no.: 1-800-727-1278

MS:

NOTICES:
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn.: Senior Vice President, OEM Group

With copy to:
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attn.: Law & Corporate Affairs
Fax: +1-206-936-7329

Other Correspondence:
OEM Sales
MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.

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Reports:

Royalty reports shall be made to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
U.S.A.
Attention: OEM Finance
Fax: +1-206-936-5298

or to such other address as MS may specify from time to time.

Payments:

If COMPANY is a U.S.A. or Canada based company, payments shall be made by wire transfer only to:

Microsoft Corporation
c/o First Interstate Bank of Washington
Seattle Main Branch
Seattle, WA
U.S.A.
ABA 125-000-286
SWIFT Code: FIWAUS66
Account # **001-025865**

Regarding:
Microsoft OEM Collections

If COMPANY is based outside the U.S.A. and Canada, payments shall be made by wire transfer only to:

Microsoft Corporation
c/o Citibank N.A.
399 Park Avenue
New York, NY 10043
U.S.A.
ABA 021000089
SWIFT Code: CITIUS33
Account # **38468231**

Regarding:
Microsoft International OEM Collections

or to such other address or account as MS may specify from time to time. COMPANY agrees to ensure that the regarding line stated above, the MS license agreement number for the Agreement, and the MS invoice number (if any) are specified on each wire transfer payment made pursuant to the Agreement.

EXHIBIT R
SAMPLE ROYALTY REPORT

COMPANY and MS agree that the format of this royalty report shall change from time to time. Such changes will be agreed to in writing by both parties.

COMPANY NAME: _____
LICENSE #: _____
REPORTING PERIOD: _____
REPORT DUE: _____

Customer System Model Name or Model Number	Product Units / Royalty Type	Prod.1	Prod.2	Prod.3	Prod.4	Prod.5	Prod.6	Prod.7
1	"Per System" units							
	"Per Copy" units							
2	"Per System" units							
	"Per Copy" units							
3	"Per System" units							
	"Per Copy" units							
4	"Per System" units							
	"Per Copy" units							
5	"Per System" units							
	"Per Copy" units							
6	"Per System" units							
	"Per Copy" units							
7	"Per System" units							
	"Per Copy" units							
8	"Per System" units							
	"Per Copy" units							
9	"Per System" units							
	"Per Copy" units							
10	"Per System" units							
	"Per Copy" units							
SUMMARY								
Total Units	"Per System" units	0	0	0	0	0	0	0
	"Per Copy" units	0	0	0	0	0	0	0

Enter the number of non-English version units shipped for each Microsoft Product							

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EXHIBIT R
(Continued)

Dollar Recap

Product 1

"Per System" Activity					*"Per Copy" Activity*				
	Units	Royalty	Quantity	Amount Due		Units	Royalty	Quantity	Amount Due
1 to	0	$0.00	0	$0.00	1 to	0	$0.00	0	$0.00
		$0.00					$0.00		
+		$0.00			+		$0.00		
			0					0	

Non-English Version Activity	Royalty	Quantity	Amount Due
[redacted]	$0.00	0	$0.00

Product Total $0.00

Product 2

"Per System" Activity					*"Per Copy" Activity*				
	Units	Royalty	Quantity	Amount Due		Units	Royalty	Quantity	Amount Due
1 to	0	$0.00	0	$0.00	1 to	0	$0.00	0	$0.00
		$0.00					$0.00		
+		$0.00			+		$0.00		
			0					0	

Non-English Version Activity	Royalty	Quantity	Amount Due
[redacted]	$0.00	0	$0.00

Product Total $0.00

Please send report to:
Microsoft Corporation
OEM Accounting Services
FAX: (1) 206-936-5298

Total Reported **$0.00**

The undersigned hereby certifies that he/she is duly authorized by COMPANY to complete this report, that the title listed below is his/her true and correct title, and that this report is complete and correct.

Report completed by:

Signature _____ Date _____

Print name and title _____ Telephone Number _____

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AMENDMENT NUMBER 11
TO THE
OEM LICENSE AGREEMENT
FOR DESKTOP OPERATING SYSTEMS
#1589-5182 dated 30 June, 1995
with AST RESEARCH, INC., a corporation of Delaware.

SIGNED ORIGINAL

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and AST RESEARCH, INC. ("COMPANY") dated June 30, 1995 ("Agreement"), is made and entered into this 8th day of April, 1996 ("Effective Date").

1. Attachment 1 to Exhibit C1 and C3 is hereby amended and replaced with the attached Attachment 1 to Exhibit C1 and C3.
2. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date set forth above. All copies of this Amendment to the Agreement shall be deemed originals. This Amendment does not constitute an offer by MS.

MICROSOFT CORPORATION	AST RESEARCH INC.
By Arthur T. Hannum Jr. for	By
BENGT AKERLIND	Dennis R. Leibel
Name (Print)	Name (Print)
DIRECTOR	Sr. Vice President, Legal and Admin.
Title	Title
July 9, 1996	June 13, 1996
Date	Date

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This Amendment shall be null and void unless signed by AST and returned to MS within ten (10) days of receipt by AST.

ATTACHMENT 1 TO EXHIBIT C1 and C3
COMPANY'S CUSTOMER SYSTEMS

See the attached document of 148 (One Hundred Forty Eight) pages as submitted by COMPANY. This attachment shall be updated and amended on a monthly basis by COMPANY when the royalty reports are submitted in accordance with Section 3 of the Agreement.

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