SIGNED ORIGINAL

AMENDMENT NUMBER 1
Amendment Date: May 1, 1996
to MICROSOFT OEM LICENSE AGREEMENT FOR DESKTOP OPERATING SYSTEMS between MICROSOFT CORPORATION, a Washington, U.S.A. Corporation and PACKARD BELL ELECTRONICS, INC., a Corporation of Delaware, U.S.A.
Agreement Effective Date: May 1, 1996, MS License # 4861-6152

Effective as of the Amendment Date indicated above, the below signed parties agree that the indicated portions of the above referenced license agreement (hereinafter the "Agreement") are hereby amended by this instrument (hereinafter the "Amendment"), as follows:

1. Notwithstanding anything to the contrary in the Agreement (including Exhibits), the following shall apply to Product acquired from Authorized Replictor(s).

(a) COMPANY shall acquire all components of each unit of Product to be distributed with a Customer System (i.e., APM, Product end user documentation, and Product software on external media, as applicable) from a single Authorized Replicator and in a single package or stock keeping unit. Provided, however, this shall not preclude COMPANY from acquiring separate units of Product from multiple Authorized Replicators.

(b) All orders placed with Authorized Replicators, and payments to the Authorized Replicators, shall be made by COMPANY or COMPANY Subsidiaries. Shipments by Authorized Replicators may be delivered only to locations owned or controlled by COMPANY, COMPANY Subsidiaries or, if applicable, Third-Party Installers, as defined in Exhibit I. COMPANY hereby certifies that all addresses to which COMPANY or COMPANY Subsidiaries request Product delivered shall comply with the foregoing requirement.

2. The attached Addendum to Exhibit(s) C1 is hereby added to the Agreement, and COMPANY hereby agrees to comply with all terms and conditions thereof.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

NOTICE:
For Product(s) specified in Exhibit C as licensed under the "per system" royalty calculation provisions, please note the following:

This is a Microsoft Per System License. As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.

Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer sells that is included in a Per System License. The requirement of external identification may be satisfied by placement of the unique model name or model number on the machine and its container (if any), without more.

If the Customer does not intend to include a Microsoft operating system product with a New System, the Customer does not need to notify Microsoft at any time of the creation, use or sale of any such New System, nor does it need to take any particular steps to market or advertise the New System.

Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, after which the parties may enter into arm's length negotiation with respect to a license to apply to the New System.

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

MICROSOFT CORPORATION	PACKARD BELL ELECTRONICS, INC.
By (Signature)	By (Signature)
Bengt Akerlind	MAL RANSOM
Name (Printed)	Name (Printed)
Director, OEM Sales	VP MARKETING
Title	Title
JUL 25 1996	
Date	Date

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ADDENDUM TO EXHIBIT 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) Except as provided in Section (a)(2) below, 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 from an icon or folder on the Desktop Screen or from the "Start" Menu of the Desktop Screen or otherwise, without requiring a deliberate act on the part of the end user to choose such an option. 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.).

(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) Notwithstanding Section (a)(1) above, COMPANY may continue to distribute its current release of its "Navigator" shell as currently configured until February 1, 1997.

(3) (A) Until January 31, 1997, COMPANY agrees that it will preinstall and begin distribution of the most current licensed release of Product (i.e., Product Release, Version Release, Update Release or Supplement) on all Customer System models that are licensed for distribution with such Product within sixty (60) days of MS's shipment of the coreesponding OPK or OPK supplement for such release.

(B) Commencing January 31, 1997, 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.

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