SIGNED ORIGINAL

LICENSE AND DISTRIBUTION AGREEMENT
(Microsoft Internet Explorer and Microsoft NetMeeting™)

This License and Distribution Agreement ("Agreement") is made and entered into this 29th day of April, 1997 ("Effective Date"), by and between MICROSOFT CORPORATION, a Washington corporation, One Microsoft Way, Redmond, WA 98052-6399 ("MS"), and IBM Corporation, a New York corporation, including its majority owned subsidiaries and affiliates (collectively, "COMPANY").

The parties agree as follows:

1. DEFINITIONS

(a) "Internet Explorer" shall mean the (i) Microsoft Internet Explorer Version 3.1 and Version 4.x in all available language versions requested by COMPANY (including successor versions thereof released during the term hereof and which MS elects to make available by MS to COMPANY under the terms of this Agreement) for the following platforms: Windows 3.x (including Windows for Workgroups 3.x, which software includes the Stack and Dialer for Windows 3.x), Windows NT 3.x, Windows NT 4.x, Windows 95, UNIX and Apple Macintosh (which software includes Stack and Dialer); and (ii) a customized version of Internet Explorer created through the use of the Kit.

(b) "NetMeeting" shall mean Microsoft's realtime collaboration and communication software in all available language versions requested by COMPANY, and for all available platforms.

(c) "Internet Mail and News" shall mean the client for email and internet newsgroups in all available language versions requested by COMPANY, and for all available platforms.

(d) "Comic Chat" shall mean the graphical internet chat client in all available language versions requested by COMPANY, and for all available platforms.

(e) "Kit" shall mean, the Internet Explorer Administration Kit, a collection of tools that enable COMPANY to perform limited customizations to the Licensed Software in accordance with the instructions in the Kit and the Logo Guidelines provided by MS, as well as any updates to the Kit provided by MS with future releases of the Licensed Software.

(f) "Licensed Software" shall mean, collectively, Internet Explorer, NetMeeting, Internet Mail and News, and Comic Chat.

(g) "Internet Product" shall mean any COMPANY client software for the purpose of registering for or using COMPANY's service which provides access to the Internet and/or an Intranet. An Internet Product may not be a personal computer.

(h) "License Key" shall mean the 10-digit alpha numeric code provided by MS that enables COMPANY to use the customization features in the Kit.

(i) "Logo" means 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 Agreement.

(j) "Internet Site" means COMPANY's worldwide web site: www.ibm.net or any successor to this site that serves as COMPANY's home page for dial up access customers.

LICENSE # 214AT-7128

GOVERNMENT EXHIBIT 660

(k) "Guidelines" means the guidelines for use of the Logo as outlined in the Microsoft Internet Explorer Logo Usage Guidelines which are attached hereto as Exhibits A and B and are an integral part of this Agreement.

(l) "Criteria" means the applicable Internet Explorer criteria as defined in the Microsoft Internet Explorer Logo Qualification Criteria, attached to Exhibit A as Attachments 1 and 2, and such future versions as established by MS in its sole discretion.

(m) "Master Disk" means a complete master copy of the Licensed Software and installation utilities in object code form on diskette(s), compact disc(s) or other media format that can be accurately reproduced.

(n) "Affiliate" shall mean the network of local service providers which form the IBM Global Network.

2. LICENSE GRANTS

(a) Kit. MS grants to COMPANY a nonexclusive, limited, worldwide, royalty-free license during the term of this Agreement to customize Internet Explorer using the most recent release of the Kit in accordance with the instructions provided in the Kit's "Custom IEAK Wizard". COMPANY acknowledges and agrees that its use of the Kit to customize Internet Explorer requires the rightful receipt from MS of the License Key(s) allocated to COMPANY, which shall include the highest level Key provided to internet service providers. COMPANY agrees that it shall only use the Kit in accordance with the instructions provided in the Kit's Custom IEAK Wizard that is available to COMPANY upon input of the allocated License Key(s) and the Logo Guidelines provided by MS. MS agrees that future releases of the Kit will permit at least the same customization as is permitted by the current release of the Kit.

(b) Licensed Software. Subject to COMPANY's compliance with the terms and conditions of this Agreement, MS grants to COMPANY a nonexclusive, worldwide, royalty-free license to use, (directly and indirectly) reproduce and (directly and indirectly) distribute through COMPANY's distribution channel the Licensed Software solely for use in conjunction with COMPANY's Internet Product to COMPANY's end user customers. COMPANY's distribution of the Licensed Software may be in the form of a Master Disk which COMPANY shall create and which is distributed to COMPANY's channels for reproduction and end user distribution.

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

(2) If MS makes available a new release (other than an "Update" release which is designated by MS as a change in the hundredths digit [x.x(x)]) of any component of the Licensed Software which COMPANY distributes, then: (i) COMPANY must stop distributing Master Disks of the old version of the Licensed Software component within 30 days of MS's shipment of the new release, and after that may only distribute such new release of the Licensed Software component with COMPANY's Internet Product, provided, however that (A) COMPANY may continue to distribute existing finished inventory of COMPANY's Internet Product containing a prior version of a Licensed Software component for a period of three (3) months following MS' release of a new release; and (B) for inventory bundled with another product (in a form other than standalone diskettes) where the inventory contains a copy of the old release and where the value of each item of inventory is in substantial excess of the value of a standalone diskette, COMPANY will take business practical actions to replace the old version with the new release (no later than exhaustion of the inventory), and (ii) COMPANY must formally notify its customers on http://www.ibm.net or any successor to this site that serves as COMPANY's home page for dial up access customers that an upgrade of the Licensed

CONFIDENTIAL IBM 00610

Software component is available at a download URL on the http://www.ibm.net domain. The text of the respective notices must state that a new version of Internet Explorer and/or other components which COMPANY distributes are available for download. The notice shall be linked to an update page on the http://www.ibm.net domain which shall provide additional information on the Licensed Software and instructions on how the user can download the upgrade. This update page shall not include any reference to or information about any competitive internet browsing product or technology, and shall contain a link to http://www.microsoft.com/ie for customers that want more information on the Licensed Software. This notification will remain present on www.ibm.net until the earlier of COMPANY's depletion of its outdated finished inventory, or until three (3) months following the public availability of a new release.

(3) COMPANY 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.

(c) Logo. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, MS hereby grants to COMPANY a worldwide, nonexclusive, non-assignable, nontransferable, royalty-free, right to use the Logo solely in conjunction with the Internet Site and/or Internet Product and solely in the manner described in the Guidelines. COMPANY agrees and acknowledges: MS owns the Logo; use of the Logo will inure to the benefit of MS; COMPANY will not adopt, use, or register any corporate name, trade name, trademark, service mark, or certification mark, or other designation similar to, or containing in whole or in part, the Logo; COMPANY's use of the Logo shall adhere to the Criteria.

(d) License Restrictions. The following restrictions apply to the license grant in this Section 2:

(1) COMPANY may not reverse engineer, decompile or disassemble the Licensed Software.

(2) COMPANY shall only distribute NetMeeting in conjunction with Internet Explorer.

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

(4) COMPANY shall maintain and not alter or remove any copyright, trademark, 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. COMPANY shall also comply with Microsoft's trademark guidelines with respect to the proper use of Microsoft trademarks associated with the Licensed Software.

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

3. COMPANY OBLIGATIONS

COMPANY's license in Section 2 is expressly conditioned upon COMPANY's performance of the following obligations:

(a) COMPANY shall notify MS of its first distribution of any component of the Licensed Software by emailing such information to "iservice@microsoft.com."

(b) COMPANY shall provide MS with a quarterly volume distribution summary for COMPANY's Internet Product that includes any component of the Licensed Software. Such summary shall be provided to MS within forty five (45) days following the end of the quarter. COMPANY's summary shall specify separately for each component and version of the Licensed Software, the number of copies of the Licensed Software licensed or distributed by or for COMPANY during

CONFIDENTIAL IBM 00611

that calendar quarter. In the event that no copies were licensed or distributed by or for COMPANY during a calendar quarter, COMPANY 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. During the term of this Agreement, COMPANY agrees to keep all usual and proper records and books of account and all usual and proper entries relating to the Licensed Software licensed hereunder. MS may, at its expense, cause an audit to be made of the applicable records in order to verify statements issued by COMPANY. Such audit shall be conducted by an independent certified public accountant during regular business hours at COMPANY's offices and in such a manner as not to interfere with COMPANY's normal business activities. Such audits shall be made no more often than once every twelve (12) months. All volume distribution summaries shall be deemed confidential information of COMPANY and MS may use the information provided in the reports solely to prepare reports regarding distribution of the Licensed Software required by licensors of certain elements of the Licensed Software and for no other purpose. Such reports will not identify COMPANY or allow anyone reading them to determine COMPANY's volume of business with respect to its Internet Products.

(c) COMPANY shall comply with the terms of Exhibit C.

4. OWNERSHIP

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

5. ACCEPTANCE AND DISCLAIMER OF WARRANTY; INDEMNIFICATION

(a) The Licensed Software is deemed accepted by COMPANY.

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

(c) **THE LICENSED SOFTWARE AND THE KIT ARE PROVIDED TO COMPANY AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE AND THE KIT ARE ASSUMED BY COMPANY 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 NON-INFRINGEMENT.**

(d) Defense of Infringement Claim. Microsoft agrees to defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which Microsoft consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Licensed Software infringes any copyright enforceable in any Included Jurisdictions (defined in below); or (ii) the Licensed Software name(s), logo or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in the Included Jurisdictions; provided Microsoft is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same. In the event Microsoft receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Licensed Software or Mark(s), Microsoft may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to distribute the alleged infringing Licensed Software or Mark, or (ii) replace or modify the Product or Mark to make it non-infringing which in the case of a replacement or modified product, shall be of substantially equivalent functionality, and in which case, COMPANY shall thereupon cease distribution of the alleged infringing Licensed Software or Mark. Microsoft shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on COMPANY' (i) manufacture, distribution, or use of any Licensed Software or Mark after Microsoft's notice that COMPANY should cease manufacture, distribution, or use of such Licensed Software or Mark due to such a claim; or (ii) combination of the Licensed Software with any other product, program or data not supplied by MS if such infringement would have been avoided absent such combination; or (iii) adaptation or modification by COMPANY of any component of Licensed Software if such infringement would have been avoided absent such adaptation or modification. For all claims described in this Section 5(c)(i), (ii), and (iii) in an Included Jurisdiction, COMPANY agrees to indemnify and defend Microsoft from and against, costs and expenses, including reasonable attorneys' fees and pay the amount of any adverse final judgement (or settlement to which COMPANY consents) resulting from such claims. Neither party shall have any obligation to the other party for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, and Norway ("Included Jurisdictions").

(e) COMPANY shall, at its expense and MS's request, defend , and pay the amount of any adverse final judgment (or settlement to which COMPANY consents) resulting from any claim or action brought against MS, and MS's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, but only for claims arising as a result of the COMPANY's creation of a Master Disk (such as including a virus on the Master Disk or using defective media in creating the Master Disk) and/or the inclusion in the Master Disk by COMPANY of any non-MS software; and COMPANY shall indemnify and hold MS harmless from and against any costs, damages, and fees reasonably incurred by MS, including but not limited to fees of attorneys and other professionals, that are attributable to such claim; provided that: (i) MS gives COMPANY

847 240 3857 PAGE.06

CONFIDENTIAL IBM 00613

reasonably prompt notice in writing of any such claim or action and permits COMPANY, through counsel mutually agreed to by COMPANY and MS, to answer and defend the claim or action; (ii) MS provides COMPANY information, assistance and authority, at COMPANY's expense, to assist COMPANY in defending the claim or action; and (iii) COMPANY shall not be responsible for any settlement made by MS without COMPANY's written permission, which permission shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY.

EXCEPT AS INCLUDED IN A JUDGEMENT OR SETTLEMENT REFERENCED IN SECTION 5(d) or 5(e), , 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 OR THE KIT, 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.

7. TERM OF AGREEMENT.

The term of this Agreement shall commence as of the Effective Date and shall continue for two years unless terminated as provided in Section 8.

8. DEFAULT AND TERMINATION

(a) Either party may terminate this Agreement for any reason upon one hundred eighty (180) days prior written notice.

(b) Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in material breach of any material warranty, term, condition or covenant of this Agreement, and fails to cure that breach within thirty (30) days after written notice thereof.

(c) Upon termination of this Agreement for any reason, COMPANY's rights under Section 2 immediately terminate, provided, however, if MS terminates this Agreement without cause pursuant to Section 7 or 8(a), the license grant in Section 2(b) shall survive for a period of time equal to the earlier of: (i) three (3) months from the date of notice of termination, or (ii) time necessary for COMPANY to deplete its inventory of the Internet Product containing the Licensed Software. After such time, COMPANY shall destroy all full or partial copies of the Licensed Software and the Kit in COMPANY's possession or under its control. If this Agreement is terminated for cause pursuant to Section 8(b), COMPANY shall return to MS or destroy all full or partial copies of the Licensed Software and the Kit in COMPANY's possession or under its control within ten (10) days following the termination date, including any in-house copies COMPANY 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, 4, 5, 6, 8, 10 and 11 shall survive termination of this Agreement.

9. SUPPORT

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

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

10. NOTICES AND REQUESTS

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 COMPANY:

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

NOTICES TO MS /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
Email Address:	_____
Fax:	(206) 936-7209
Volume Distribution Summaries:	MICROSOFT CORPORATION Remittance Processing P.O. Box 84808 Seattle, WA 98124-6108
Notification of Distribution:	iservice@microsoft.com

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

11. GENERAL

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and COMPANY consents to jurisdiction and venue in the state and federal courts sitting in the State of

CONFIDENTIAL IBM 00615

Washington. Process may be served on either party in the manner provided in Section 10 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 COMPANY 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.

(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 COMPANY without the prior written approval of MS.

(f) Any Licensed Software which COMPANY distributes or licenses to or on behalf of the United States of America, its agencies and/or instrumentalities (the "Government"), shall be provided with RESTRICTED RIGHTS in accordance with DFARS 252.227-7013(c)1(ii), or as set forth in the particular department or agency regulations or rules, or particular contract which provide MS equivalent or greater protection.

(g) COMPANY acknowledges that the Licensed Software and the Kit are subject to the export control laws and regulations of the US, and any amendments thereof. COMPANY confirms that with respect to the Licensed Software, it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to US export restrictions; (ii) any end user who COMPANY 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. COMPANY further acknowledges that the Licensed Software and the Kit may include technical data subject to export and re-export restrictions imposed by US law.

(h) COMPANY shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for COMPANY's performance under this Agreement.

(i) Licensee shall pay, and be responsible for any and all sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) the entry into this Agreement; (b) the performance of any of the provisions of this Agreement; or (c) the transfer of any property, rights or any other grant hereunder.

(j) If either MS or COMPANY 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.

(k) Any COMPANY subsidiary, including but not limited to Lotus Development Corporation and IBM Personal Computer Company, currently under license with MS will continue under the terms of their existing license(s).

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	IBM Corporation
By	By
Name (Print) Jeff Lum	Name (Print) Chand Patel
Title Director, ICL	Title VP, Internet Services
Date 5/13/97	Date April 29, 1997

EXHIBIT A to the LICENSE AND DISTRIBUTION AGREEMENT

Microsoft® Internet Explorer
Online Logo Usage Guidelines

This site is best experienced with

Click here to start.

1. Usage

Use the Internet Explorer online logo (the "Logo") only to promote Microsoft Internet Explorer and indicate that your Internet Site includes or is compatible with the Microsoft Internet Explorer.

The Logo may only be used on your Internet Site which must meet the applicable Logo Qualification Criteria and may not be used in any other fashion.

Recommended text. Based upon extensive research, we suggest that the Internet Explorer Logo be accompanied by the following text : "This site is best experienced with ... Click here to start." as indicated in the below images. This information clarifies how the logo should be used, especially for new Internet visitors who are unfamiliar with the different means of navigating the Internet.

This site is best experienced with

Click here to start.

This site is best experienced with Click here to start.

Product name. It should appear as "Microsoft® Internet Explorer" at the first and most prominent use in all materials and can thereafter be referred to as "Internet Explorer."

2. Intent

You are not permitted to use the logo to disparage Microsoft, its products or services, or for promotional goods or for products which, in MS' reasonable judgment, may diminish or otherwise damage Microsoft's goodwill in the Logo, including but not limited to uses which COMPANY would not allow for its logo or uses which fall below fall below COMPANY's standards for the use of COMPANY's logo. Similarly, you cannot 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's sponsorship or endorsement of the product, service, or content presented on your Internet Site.

3. Logo link

Used in an Internet Site, the Logo must be an active link to http://www.microsoft.com/ie/ie.htm or a URL address on the www.ibm.net domain from which COMPANY's customized version of Internet Explorer can be downloaded.

4. Presentation

Prominence. 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.

Artwork. Use only Microsoft authorized electronic artwork of the Logo. The Logo must stand by itself and must include a minimum amount of empty space surrounding the Logo (30 pixels) 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.

Size. The Logo cannot be reduced in size beyond what is electronically provided by Microsoft 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 animation of the Logo are not permitted beyond what is provided to authorized / registered Microsoft Online logo Internet sites.

Footnote. Include the following footnote on Internet Sites that include the Logo: "Microsoft is a registered trademark in the United States and other countries and the Microsoft Internet Explorer Logo is a trademark of Microsoft Corporation."

Alterations to these guidelines

Microsoft reserves the right to change the Logo and these Usage Guidelines at any time and solely at its discretion. If possible, Microsoft will provide advanced notice of these changes. Any use of the Logo that is not consistent with these guidelines is strictly prohibited.

Cancellation of authorization to host logo

Microsoft reserves the right to review use of the Internet Explorer Logo. Disregard for these Usage Guidelines may result in a revocation of the right to use the logo, and with it all benefits enjoyed through participation in the logo program.

Third parties improperly using the Logo 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 may result in revocation of the right to use the Logo.

Questions

If you have any questions about the Logo Program, please send e-mail to "iservice@microsoft.com"

TRADEMARKS. Microsoft and Windows are registered trademarks and ActiveX is a trademark in the United States and other countries and the Microsoft Internet Explorer Logo is a trademark of Microsoft Corporation.

ATTACHMENT 1 TO EXHIBIT A OF THE MICROSOFT INTERNET EXPLORER LOGO USAGE GUIDELINES

Microsoft® Internet Explorer Online
Logo Qualification Criteria

This site is best experienced with

Click here to Start

Gaining authorization to use the version of the Microsoft® Internet Explorer online logo shown above for your Internet Site is easy. Simply fulfill the following two criteria and you are eligible to use the logo.

1. Showcase on your Internet Site one or more of these HTML features:
   - Ratings. Support self-regulation of content to ensure appropriate access to your Internet Site.
   - Marquees. Scroll text or graphics across your screen.
   - Enhanced tables. Use colors/textures to make tabular data more legible and visually appealing.
   - Background sounds. Provide an auditory experience when your Internet Site is accessed .
   - Watermarks. Create a mark of distinction on your home page.
   - Inline AVIs. Graphically animate your page beyond static images.
   - Enhanced HTML Frame Tags. Simulate the appearance of a magazine with borderless, nonscrolling, floating frames, and even frames within frames.
   - Enhanced HTML style sheets. Control margins, line spacing, and placement of design elements; specify fonts and point sizes; get desktop publishing support for the Web.

2. Enroll in the Microsoft Internet Explorer Logo Program immediately by signing up at http://www.microsoft.com/powered/pbbo.htm. and agree to follow the Logo Usage Guidelines.

Need Help Getting Started?
Please go to the **FREE** Microsoft Internet Explorer online logo–compliant Web site template at http://www.microsoft.com/ie/log/actxtemp.htm. This template will help to get you started in building your Internet Site or to simply enhance your existing Internet Site. See examples of the new HTML features and ActiveX™-compatible controls at the ActiveX Gallery at http://www.microsoft.com/ie/appdev/controls/default.htm.

If you want more assistance, order the ActiveX Development Kit at http://www.microsoft.com/intdev/sdk.

Note About Changes:
Note: Due to the rapid development of Internet Explorer technology, these criteria will change periodically over time. For the latest guidelines and information go to the Logo Program site at http://www.microsoft.com/ie/logo. All online logo authorized sites will be notified by e-mail of any changes to these criteria. Permission to use the logo is limited to those who meet the then applicable criteria, and those who no longer meet the criteria must discontinue use of logo.

TRADEMARKS. Microsoft and Windows are registered trademarks and ActiveX is a trademark in the United States and other countries and the Microsoft Internet Explorer Logo is a trademark of Microsoft Corporation.

ATTACHMENT 2 TO EXHIBIT A OF THE MICROSOFT INTERNET EXPLORER LOGO USAGE GUIDELINES

Microsoft® Internet Explorer Online
Animated Logo Qualification Criteria

This site is best experienced with

Click here to start.

Gaining authorization to use the animated version of the Microsoft Internet Explorer online logo shown above for your Internet Site is easy. Simply fulfill the following three criteria and you are eligible to use the logo:

1. Showcase on your Internet Site one or more of these HTML features:.
   - Ratings. Support self-regulation of content to ensure appropriate access to your Internet Site.
   - Marquees. Scroll text or graphics across your screen.
   - Enhanced tables. Use colors/textures to make tabular data more legible and visually appealing.
   - Background sounds. Provide an auditory experience when your Internet Site is accessed.
   - Watermarks. Create a mark of distinction on your home page.
   - Inline AVIs. Graphically animate your page beyond static images.
   - Enhanced HTML Frame Tags. Simulate the appearance of a magazine with borderless, nonscrolling, floating frames, and even frames within frames.
   - Enhanced HTML style sheets. Control margins, line spacing, and placement of design elements; specify fonts and point sizes; get desktop publishing support for the Web.

2. Activate your Internet Site with ActiveX™-compatible Technology. Support one or more ActiveX-compatible controls on your Internet Site.
   - Demonstrate ActiveX-compatible controls. Make your Internet Site interactive today!
   - Script ActiveX-compatible controls. Use ActiveX-compatible scripts to make a Web page interactive. You can easily link together ActiveX-compatible controls or intrinsic controls to create dynamic pages.

3. Enroll in the Microsoft Internet Explorer Logo Program immediately by signing up at http://www.microsoft.com/powered/pbbo.htm. and agree to follow the Logo Usage Guidelines.

Need Help Getting Started?
Please go to the FREE Microsoft Internet Explorer online logo–compliant Web site template at http://www.microsoft.com/ie/log/actxtemp.htm. This template will help to get you started in building your Internet Site or to simply enhance your existing Internet Site. See examples of the new HTML features and ActiveX-compatible controls at the ActiveX Gallery at http://www.microsoft.com/ie/appdev/controls/default.htm.

If you want more assistance, order the ActiveX Development Kit at http://www.microsoft.com/intdev/sdk.

Note: Due to the rapid development of Internet Explorer technology, these criteria will change periodically over time. All online logo authorized sites will be notified by e-mail of any changes to these criteria. For the latest guidelines and information go to the Logo Program site at http:/www.microsoft.com/ie/logo. Permission to use the logo is limited to those who meet the then applicable criteria, and those who no longer meet the criteria must discontinue use of logo.

TRADEMARKS. Microsoft and Windows are registered trademarks and ActiveX is a trademark in the United States and other countries and the Microsoft Internet Explorer Logo is a trademark of Microsoft Corporation.

CONFIDENTIAL IBM 00622

EXHIBIT B TO THE LICENSE AND DISTRIBUTION AGREEMENT

MICROSOFT® INTERNET EXPLORER STANDARD LOGO USAGE GUIDELINES

Includes

Microsoft has established the following set of guidelines to assist you in proper use of the Microsoft Internet Explorer standard logo (the "Logo").
The power of the Logo lies in its consistent and appropriate use. Any usage outside these guidelines dilutes the effectiveness of the Logo and makes it more difficult to defend our rights to the trademark.
Microsoft reserves the right to change the Logo and/or these Guidelines at any time at its discretion. Third parties shall comply with the Guidelines as amended from time to time.

ACCOMPANYING WORDS

The graphic may not be used without the words "Includes," "Microsoft®," and "Internet Explorer" attached, except as otherwise provided below. No additional or substitute words may be used. The words may not be abbreviated, translated, or transliterated, as in non-English documentation. Microsoft will, however, provide the Logo in versions where the word "Includes" may be translated for the local market, as available. You may not substitute your own translation of the Logo.

USING THE MICROSOFT INTERNET EXPLORER STANDARD LOGO

- Use the Logo only to promote Microsoft Internet Explorer and indicate that your product includes Microsoft Internet Explorer.
- This Logo is NOT to be placed on World Wide Web sites for the purpose of downloading Microsoft Internet Explorer. For this purpose, please see the Microsoft Internet Explorer Online Logo Usage guidelines at http://www.microsoft.com/ie/logo/.
- Microsoft will provide you with electronic artwork of the Logo. You may not alter this artwork in any way.
- This Logo is for Microsoft and third party use only as a graphical representation of Microsoft Internet Explorer software.
    - Microsoft Use: The Logo may be used by Microsoft on packaging, channel, collateral, advertising, direct mail, and events promotion materials for Microsoft products that include Microsoft Internet Explorer software. When referring to Microsoft Internet Explorer by itself, Microsoft may use the Logo without the word "Includes."
    - Third Party Use: The Logo may be used by third parties authorized to distribute the Microsoft Internet Explorer software under a separate License and Distribution Agreement. Authorized third parties may use the Logo only on the product packaging of products that include Microsoft Internet Explorer software and related advertising.

LEGAL INFORMATION

- The Logo is owned by Microsoft Corporation. All uses of the Logo must include the following notice: "Microsoft is a registered trademark in the United States and other countries and the Microsoft Internet Explorer Logo is a trademark of Microsoft Corporation." A trademark symbol (™) should appear to the right of the Logo without alteration from the electronic or camera-ready artwork provided. In

addition, a registered trademark symbol (®) must appear in the upper-right corner immediately following the word "Microsoft." Do not remove any trademark symbols or alter the Logo in any way.

- The product name for Microsoft Internet Explorer should appear as "Microsoft® Internet Explorer" at the first and most prominent use in all materials and can thereafter be referred to as "Internet Explorer."
- Microsoft owns the Microsoft Internet Explorer Logo and all uses of the Logo will inure to the benefit of Microsoft. Third parties shall employ best efforts to use the Logo in a manner that does not derogate from Microsoft's rights in the Logo and will take no action that will interfere with or diminish Microsoft's rights in the Logo. Third parties should not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, trade dress, or other designation similar to, or containing in whole or in part the Logo.
- Third parties may not use the Logo in a manner that would imply that their company or any goods or services provided by such third parties are sponsored or endorsed by, or affiliated with Microsoft.
- Third parties may not display the Logo on packaging, documentation, collateral, or advertising in a manner that suggests their product is a Microsoft product, or in a manner that suggests Microsoft is a part of their product name.
- You are not permitted to use the Logo to disparage Microsoft Corporation, its subsidiaries, products, or services, or for promotional goods or for products which, in Microsoft's reasonable judgment, may diminish or otherwise damage Microsoft's goodwill in the Logo, including but not limited to uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.
- Third parties may not imitate Microsoft's product packaging or the Logo in any of their materials, including advertising, product packaging, and promotional materials.
- The Logo or the names "Microsoft," "Microsoft Internet Explorer," or "Internet Explorer" cannot appear larger and/or more prominent than third parties' trade name, service name, product name, or trademark on any materials produced or distributed by such third parties.
- Microsoft reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

SIZING AND PLACEMENT REQUIREMENTS

- Recommended minimum size is 1" high. The "small" graphic interchange format (GIF) file provided is an example of the smallest recommended size.
- The Logo with accompanying words must stand alone. A minimum amount of empty space must surround the Logo so as to separate it from any other object such as type, photography, borders, edges, and so on. The required border of empty space around the Logo must be ½x wide, where x equals the height of the Logo as measured from the top edge of the word "Includes" to the bottom edge of the word "Explorer."
- You may not combine the Logo with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
- The Logo may not be used as a design feature on your product, product packaging, documentation, collateral, or advertising.

FOUR-COLOR OR ONE-COLOR APPLICATIONS

COLORS

The color version is the preferred way of reproducing the Logo. The Logo consists of a blue graphic element and black type. The PANTONE® Matching System (PMS) color for the blue is PMS 279 C. Four-color process (CMYK) equivalents can also be used. For online usage, the blue color should be Red 0, Green 102, Blue 255 for 8-bit or higher resolution palettes.

The color version can be reproduced only as described here.

847 249 3957 PAGE.17

CONFIDENTIAL IBM 00624

BLACK-AND-WHITE APPLICATIONS

The black-and-white Logo consists of a black graphic element and black type. Please use the file provided.

ACCESSING THE FILES

The print files are provided in Encapsulated PostScript® (EPS) and Windows® metafile (WMF) format. Use the EPS files for materials printed to a PostScript-compatible printer. Use the Windows metafile to print to a non-PostScript printer. These files should not be opened and edited, only placed (for example, select "import...picture") into software programs such as common page-layout or presentation programs, word-processing software, and so forth.

Due to translation problems between the Mac and PC, Mac™ EPS images may lose their preview. When you place them into your page-layout document, you will see a box or big 'X' instead of the preview. The image will still print correctly and the bounding box accurately shows the size of the image. EPS images are sizable, but please scale proportionately.

PC EPS images only have black-and-white previews. If you chose to use a color PC EPS, it will still preview in black and white. When you print it, the color will print correctly.

EPS format is device-dependent so the resolution of the device you are printing to is the resolution you will achieve.

The art files include Adobe Illustrator (ART) and Macromedia Freehand (FH5) format. These are provided for use where the print files supplied will not work. They are not to be altered.

QUALITY CONTROL

Microsoft reserves the right to review your use of the Logo and to conduct spot checks on all products, product packaging, marketing materials, and documentation and may periodically send out requests for samples. Microsoft may also conduct spot checks in retail outlets and other product sources to monitor your compliance with these Logo Usage Guidelines. Refusal to submit samples, noncompliance with these Guidelines, or failure to correct any deficiencies in your use of the Logo and/or in the quality of the product used in conjunction with the Logo upon reasonable notice from Microsoft could result in revocation of your license to use the Logo.

© 1996 Microsoft Corporation. All rights reserved.
Microsoft and Windows are registered trademarks in the United States and/or other countries and the Microsoft Internet Explorer logo is a trademark of Microsoft Corporation.
PostScript is a registered trademark of Adobe Systems, Inc. Macintosh is a registered trademark and Mac is a trademark of Apple Computer, Inc. PANTONE is a registered trademark of Pantone, Inc.

EXHIBIT C TO THE LICENSE AND DISTRIBUTION AGREEMENT

COMPANY Obligations

1. Within thirty (30) days following distribution of COMPANY's Internet Product, COMPANY agrees to deploy the advanced features of MS' Internet Explorer HTML extensions in the design of http://www.ibm.net, or any successor to this site that serves as COMPANY's home page for dial up access customers, per Attachment 1 to Exhibit A attached.

2. Use and display the "Microsoft Internet Explorer" logo on the home page for http://www.ibm.net or any successor to this site that serves as COMPANY's home page for dial up access customers, following the guidelines set forth in Exhibit A attached.

3. COMPANY shall market, promote and distribute the Licensed Software in a manner equal to or more favorable than for any Third Party Browser marketed, promoted or distributed by COMPANY. For purposes of this Section 3, "Third Party Browser" means software designed to view, render, browse or otherwise interact with the Internet, the World Wide Web and/or other public networks now existing or hereafter created.

4. Make Microsoft Internet Explorer available internally for use on COMPANY's workstations necessary to provide support for Micrososoft Internet Explorer, and be solely responsible for training COMPANY's support staff on using and supporting the Microsoft Internet Explorer.

5. Use the Microsoft Internet Explorer name and logo in any packaging, advertising and promotional materials that reference or include the Licensed Software to the extent COMPANY has control of such packaging, advertising, and promotional materials. Such use shall be pursuant to MS' standard trademark policies as attached hereto and as may be provided by MS to COMPANY from time to time.

6. Microsoft and COMPANY will cooperate with each other on press releases and similar communications regarding COMPANY' licensing of Internet Explorer for distribution. The content, timing and necessity of all such communications will be agreed upon in writing by both parties.