

**SIGNED
ORIGINAL**

AMENDMENT NUMBER 16
Amendment Date: October 1, 1995
to LICENSE AGREEMENT FOR MICROSOFT PRODUCTS #1107-3053
between MICROSOFT CORPORATION, a Washington, USA Corporation
and COMPAQ COMPUTER CORPORATION, a Delaware, USA Corporation

Effective as of the Amendment Date indicated above, the below signed parties agree to amend the above referenced license agreement (hereinafter the "Agreement") by this instrument (hereinafter the "Amendment") as follows:

1. Additional Provision (q) shall be added to Exhibit C17 of the Agreement as follows:

"(q) MS will permit COMPAQ to create derivative works of selected BackOffice source code files from the BackOffice Installer utility as follows:

(a) COMPAQ may create derivative works of the following Product source code files solely for the purpose of: (i) relocating the BackOffice Installer utility from Windows NT CD to the BackOffice CD; and (ii) modifying text files pertaining to the insertion of COMPAQ specific BackOffice CDs into a CD-ROM drive as part of the installation process:

BOSETUP.EXE
BOSETUP.HLP
BOSETUP.CNT
MSTUPD.EXE
BACKREP.TXT
LOGO.BMP
BOSETUP.INI
THREED.VBX
MSTABS.VBX
BER.DLL
SETUPKIT.DLL
VBRUN300.DLL
SETUP1.EXE
SETUP.EXE
SETUP.LST
BACKREP.TXT
LOGO16.BMP
LOGO256.BMP

In the event COMPAQ requires additional files for the purposes stated herein, written notification shall be provided by COMPAQ to MS for approval. Such approval shall not unreasonably be withheld.

(b) COMPAQ may distribute the derivative works to the source only in object code form on a royalty-free basis as a part of BackOffice with Customer Systems listed in Exhibit M6. COMPAQ agrees to provide such derivative works to MS for approval before any distribution of BackOffice containing such derivative works. MS reserves the right to accept or reject such derivative works within seven (7) calendar days of receipt. If MS rejects derivative works, COMPAQ agrees not to distribute the version containing such derivative works. Such approval shall not unreasonably be withheld.

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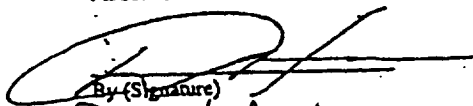
MS retains all rights, title, and interest to derivative works created by COMPAQ under the terms of this amendment.

(c) COMPAQ's right to license and distribute derivative works described above shall cease upon termination or expiration of this Exhibit C17."


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.

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. If an original of this Amendment signed by COMPAQ is not returned to MS by COMPAQ within 30 days of MS' signature date, this Amendment becomes null and void.

MICROSOFT CORPORATION


By (Signature)
Don Hardwick
Name (Printed)
Group Manager
Title
10-13-95
Date

COMPAQ COMPUTER CORPORATION


By (Signature)
Gene Austin
Name (Printed)
Vice President, Marketing
Title Systems Division
October 23, 1995
Date

10/13/95 5182004.DOC

SIGNED ORIGINAL

AMENDMENT NUMBER 17
Amendment Date: February 1, 1996
to LICENSE AGREEMENT FOR MICROSOFT PRODUCTS #1107 - 3053
between MICROSOFT CORPORATION, a Washington, USA Corporation
and COMPAQ COMPUTER CORPORATION, a Delaware, USA Corporation

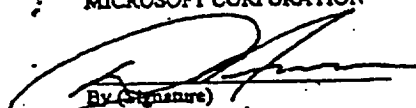
Effective as of the Amendment Date indicated above, the below signed parties agree that the indicated portions of the above referenced license agreement (hereinafter the "Agreement") are hereby amended by this instrument (hereinafter the "Amendment"), as follows:

1. The attached Exhibit M6 shall be added and supersede the existing Exhibit M6.
2. This Amendment No. 17 is null and void unless it is signed by both parties on or before February 29, 1996.

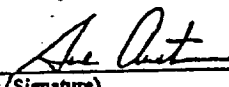
All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

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.

MICROSOFT CORPORATION


By (Signature)
Don Hardwick
Name (Printed)
Group Manager
Title
1/30/96
Date

COMPAQ COMPUTER CORPORATION


By (Signature)
Gene Arsen
Name (Printed)
VP. Marketing
Title
2/5/96
Date

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EXHIBIT M6

COMPAQ'S CUSTOMER SYSTEMS

For purposes of this Agreement, COMPAQ's Customer Systems shall be defined as the following 1 - 4 CPU computer system products:

1. ProLiant 4500 S/133 Model NT/Array (tower cabinetry); Part No: 213420-005
Pentium 133 MHz
64 MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
Smart Array Controller
Cheyenne ArcServe
SmartStart utility
2. ProLiant 4500R S/133 Model NT/Array (rack mount cabinetry); Part No: 213430-003
Pentium 133 MHz
64 MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
Smart Array Controller
Cheyenne ArcServe
SmartStart utility
3. ProLiant 4500 S/133 Model NT/Array (tower cabinetry); Part No: 213420-007
Pentium 133MHz
64MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
SMART-2 Array Controller
Cheyenne ArcServe
SmartStart utility
4. ProLiant 4500R S/133 Model NT/Array (rack mount cabinetry); Part No: 213430-004
Pentium 133MHz
64MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
SMART-2 Array Controller
Cheyenne ArcServe
SmartStart utility

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5. ProLiant 4500 S/166 Model NT/Array (tower cabinetry); Part No: 213450-004
Pentium 166MHz
64MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
SMART-2 Array Controller
Cheyenne ArcServe
SmartStart utility

6. ProLiant 4500R S/166 Model NT/Array (rack mount cabinetry); Part No: 213460-004
Pentium 166MHz
64MB Memory
Netflex-3 Network Interface Card
CD ROM
Floppy Drive
SMART-2 Array Controller
Cheyenne ArcServe
SmartStart utility

Exhibit to the License Agreement dated October 1, 1992, between MICROSOFT CORPORATION and COMPAQ COMPUTER CORPORATION. (Modified by Amendment No. 17 dated February 1, 1996).