

AMENDMENT NO. 2
 to the OEM License Agreement for Operating Systems
 Between
MICROSOFT CORPORATION and DELL COMPUTER CORPORATION
 Dated July 1, 1995, Contract NO. 2811-5180

This Amendment No. 2 to the Microsoft OEM License Agreement for Operating Systems between MICROSOFT CORPORATION ("MS") and DELL COMPUTER CORPORATION, a Delaware, U.S.A. corporation ("COMPANY"), Contract #2811-5180 dated July 1995 ("Agreement"), is made and entered into effective this 1st day of January, 1996.

1. This amendment will confirm that the Hanguel and Traditional Chinese language Versions of Windows 95, identified by the Language Keys "HAN" and "CH", are part of the Product licensed and available to COMPANY under the terms of Exhibit C to the Agreement. This amendment further will confirm that the Windows NT Workstation operating system, version 3.51, is part of the Product licensed and available to COMPANY under the terms of Exhibit C to the Agreement. Exhibit C to the Agreement is revised to reflect the foregoing additions, and as so revised, is attached hereto and incorporated herein.
2. The attached Exhibit C-3, ADDITIONAL SYSTEMS PRODUCTS, is added to the Agreement to reflect the licensing of MS Plus!, and as so attached, is hereby incorporated into this Amendment and the Agreement.
3. INTERNET EXPLORER: Unless specifically requested to the contrary by the end user of the Customer System and provided the proper translation is available, COMPANY will ship MS Internet Explorer 2.0, and the most current subsequent higher version Product Releases and Version Releases thereof, preinstalled on all new Customer Systems which are validated and released for shipment by COMPANY after April 1, 1996 and which have either Windows 95 or Windows NT Workstation 4.0 as the Customer System's preinstalled operating system, such preinstallation to occur as soon as possible after such date, allowing reasonable time for validation of Explorer with respect to each such Customer System.

In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment No. 2 shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of COMPANY and MS by their duly authorized representatives.

MICROSOFT CORPORATION

DELL PRODUCTS, LP

Ronald Hosogi
 By

[Signature]
 By

RONALD HOSOGI
 Name (Print)

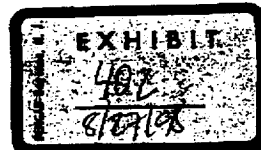
DAVE MAC GREGG
 Name (Print)

DIRECTOR, OEM
 Title

VP Procurement
 Title

MAY 29, 1996
 Date

23 MAY 96
 Date



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EXHIBIT C
WINDOWS 95 / DESKTOP OPERATING SYSTEMS PRODUCTS
 (For MDA Accounts)

Product Number Name and Version	Language Versions **	Applicable Additional Provisions	Per Copy Royalty*	Per System Royalty*	Non-English Additional Royalty	Added by Amendment Number
1. Windows® 95 operating system	ALL	(a), (b), (d), (e)	Windows 95 shipments as Percentage of shipments of Windows Products (as defined in Additional Provision (b)) <u>Royalty #</u> <40% US\$ 49.25 >40% and <75% US\$ 43.50 >75% US\$ 43.00 Estimated total quarterly volume for Windows Products: 375,000	<u>Royalty</u> N/A	US\$ 6.00	
2. Windows® 95 operating system	HAN, J. CH	(a), (b), (d), (e)	Windows 95 shipments as Percentage of shipments of Windows Products (as defined in Additional Provision (b)) <u>Royalty #</u> <40% US\$ 49.25 >40% and <75% US\$ 43.50 >75% US\$ 43.00 Estimated total quarterly volume for Windows Products: 375,000	<u>Royalty</u> N/A	US\$ 6.00	2

The above per copy royalty rates for Windows 95 reflect the \$20.00 maximum allowable discount which COMPANY may earn under its "Windows 95-Based PC Market Development Agreement (the "MDA"); provided that the parties hereby agree that MS waives the requirement of Paragraph 5 of the MDA and COMPANY shall be entitled as of the Effective Date to the full \$3.00 MDA discount specified in connection with such Paragraph 5. The lowest per copy royalty rate of US\$43.00 shall apply for the first twelve (12) months after the date of first distribution for revenue of Windows 95 by COMPANY, regardless of the achieved percentage of shipment of Windows Products during such twelve-month period, provided that for such twelve-month period COMPANY will advertise and offer to end users Windows 95 as the default pre-installed operating system on one hundred (100%) of its Dimension Customer Systems; provided, further, that any election of choice by any of COMPANY's customers not to have such default operating systems preinstalled on any one or more Dimension Customer Systems shall not affect COMPANY's right to such \$43.00 royalty rate for such twelve-month period. The royalty rates specified above shall not be adjusted for MDA purposes until the end of the month in which MS notifies COMPANY of its final MDA results and actual MDA discounts; provided that such notice by MS must be issued on or before December 31, 1995, otherwise COMPANY shall be entitled to the \$20.00 maximum allowable MDA discount for all purposes under this Agreement. Effective the beginning of the next month, following receipt of such timely MDA notice, COMPANY shall pay royalty rates equal to the above rates plus any unearned MDA discounts, if any are unearned, as validly and ultimately determined under the MDA and set forth in such timely MS notice.

3. Windows® for Workgroups operating system Version 3.11	ALL	(b), (c), (d)	<u>Royalty</u> US\$ 18.25	<u>Royalty</u> N/A	US\$2.10	
4. Windows® operating system Version 3.1x	ALL	(b), (d)	<u>Royalty</u> US\$ 14.00	<u>Royalty</u> N/A	US\$2.10	

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5. MS-DOS® operating system Version(s) 4.X, 5.X, 6.22	ALL	(d), (e)	<u>Royalty</u> US\$ 15.00	<u>Royalty</u> N/A	US\$2.50	
6. Enhanced Tools for MS-DOS® 6.22 Version 1.02	ALL	(d), (e)	<u>Royalty</u> Included in item number 4.	<u>Royalty</u> N/A	N/A	
7. MS-DOS® operating system Version 6.2/V	J	(d)	<u>Royalty</u> US \$ 17.75	<u>Royalty</u> N/A	N/A	
8. Enhanced Tools for MS-DOS® 6.2/V Version 1.0/V	J	(d)	<u>Royalty</u> Included in item 6.	<u>Royalty</u> N/A	N/A	
9. Windows® operating system Version 3.2 (PRC Chinese Version)	PRC	(b), (d), (e)	<u>Royalty</u> N/A	<u>Royalty</u> N/A	N/A	
10. Windows® NT Workstation operating system Version 3.51	ALL, HAN, J, CH	(b), (d), (e), (f)	<u>Royalty</u> US \$ 78.00	<u>Royalty</u> US \$ 12.00	N/A	2

* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table.

** Language Key: A = Arabic, BP = Portuguese (Brazil), CE = Cyrillic Enabled, CH = Traditional Chinese, CZ = Czech, D = German, DA = Danish, DU = Dutch, E = Spanish, EE = Eastern and Central European, EN = English, F = French, FF = France's French, FI = Finnish, HAN = Hangeul, HB = Hebrew, HUN = Hungarian, I = Italian, J = Japanese, N = Norwegian, P = Portuguese, POL = Polish, PRC = PRC Simplified Chinese, RU = Russian, SW = Swedish, TH = Thai, TR = Turkish, ALL = All languages and translations available from MS from time to time during the term of the Agreement except for PRC, CH, HAN, and J. In addition to the language versions specified in the Product table above, COMPANY may receive Product Deliverables for the licensed Product in available language versions listed in the Language Key (except PRC which may only be added by amendment) by sending a written request to the attention of OEM Accounting Services at the address listed in Exhibit N for royalty reports.

"PER SYSTEM" ROYALTY CALCULATION

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For Product(s) which specify "per system" in the Basis column in the Customer System table below:

1. Subject to Section 3(f), COMPANY agrees to pay MS the royalty set forth above for each Customer System distributed or placed in use by or for COMPANY.

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(Continued)

2. In addition, subject to Section 3(f), COMPANY agrees to pay MS the Non-English Additional Royalty specified above for each unit of non-English versions of Product distributed or placed in use by COMPANY.
3. COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software in one language and Release for use on each such Customer System. COMPANY shall pay MS the royalty applicable to the Release and language version shipped.
4. Any Customer System licensed on a per system basis for more than one Update Release or Version Release of a Product, but distributed without Product, shall bear the base royalty for the most recent Release of Product licensed.

"PER COPY" ROYALTY CALCULATION

For Product(s) which specify "per copy" in the Basis column in the Customer System table below:

1. Subject to Section 3(f), COMPANY agrees to pay MS the applicable royalty rates set forth above for each Customer System that is shipped with a unit of Product licensed by COMPANY.
2. In addition, subject to Section 3(f), COMPANY agrees to pay MS the applicable Non-English Additional Royalty specified above for each Customer System that is shipped with a non-English version of Product licensed by COMPANY.
3. COMPANY may distribute only one copy of Product software in addition to one copy of Preinstalled Product Software for use on each such Customer System.
4. Notwithstanding anything to the contrary contained in Section 3 of the Agreement, for purposes of establishing the royalty for the Windows 95 Product only, if in any two consecutive quarterly reporting periods, COMPANY's reported shipments in each quarter of Windows Products are twenty percent or more below COMPANY's estimated quarterly volume specified for Windows Products in the Product table above, COMPANY and MS shall negotiate an increase in the per copy royalty rate(s) to reflect COMPANY's lower shipment volumes. Such increased royalty rate(s) shall be in effect for the remainder of the term of the Agreement commencing with the quarterly reporting period following such second low-volume quarter, provided, however, that if COMPANY's reported quarterly volume returns to or exceeds the original estimated quarter volume for any quarter thereafter, COMPANY's per copy royalty rate(s) shall be restored to the rate(s) specified in the Product table above commencing with the quarterly reporting period following such quarter in which the volume returns to or exceeds the original estimate.

ADDITIONAL PROVISIONS -- WINDOWS 95 ONLY

- (a) (1) Product deliverables include an OEM Pre-installation Kit ("OPK"). The royalty rate(s) specified above require pre-installation of Windows 95 as the "default" operating system on each Customer System distributed with Windows 95 (i.e., Windows 95 will set up and execute unless the user configures the Customer System otherwise). COMPANY shall preinstall the Product software solely in accordance with the installation instructions set forth in the "OPK User's Guide" included in the OPK. Product software may not be distributed in encrypted form except as expressly provided in the OPK User's Guide. COMPANY may use the information, tools and materials contained in the OPK solely to preinstall the Product software in accordance with the OPK User's Guide and for no other purpose.
- (2) Other than as specified in the OPK User's Guide, COMPANY shall not modify the Product software, nor delete or remove any features or functionality without the written approval of MS in each instance. If COMPANY wishes to include its name and/or logo on the Product software "start-up" screen, COMPANY may do so only in the location and manner as defined by MS in writing for the Windows 95 Product. COMPANY shall not alter the content or sequence of the Product software "start-up", initialization or other screens, provided however that COMPANY may launch application programs, including COMPANY-originated programs (such as the Dell Assistant or Dell Inspector) on the startup screen, as a "load equal" or as a short cut on the desktop screen.
- (3) If COMPANY enters registration information on behalf of end users in the boxes provided for the on-screen end user registration process for the Product software, COMPANY shall not enter its own name or make any other false or fictional registrations. COMPANY may not relieve end users of their obligations to enter Certificate of Authenticity ("COA") registration numbers in the on-screen end user registration process.
- (4) If and only if COMPANY distributes the Product software solely as Preinstalled Product Software (i.e., without a back-up copy of the Product on CD, diskette, magnetic tape, or other external media) with any Customer System, then COMPANY shall also preinstall the Microsoft Create System Disk Tool together with the back-up diskette images ("CAB" files) contained in or allowed for installation under the OPK on the hard disk drive of such Customer System to enable the end user to make a back-up copy of the Product software according to the terms of the EULA and to install device drivers and other software files as allowed by the CAB files authorized by the OPK for preinstallation. Diskette images may only be created with the Microsoft Create System Disk Tool. COMPANY may not

EXHIBIT C
(Continued)

distribute, use, or authorize the use of the Microsoft Create System Disk Tool except as provided in this Additional Provision or as specified in the OPK.

(5) COMPANY agrees that it will not distribute Windows 95 until MS advises its first OEM customers to receive such advice (which shall include COMPANY) that Windows 95 may be released or distributed to end users.

(6) Any EULA for the Product distributed by COMPANY must be identical to the on screen EULA presented to the end user during Product setup. The on-screen EULA will be modified by MS to conform to the EULA mutually agreed upon between MS and COMPANY pursuant to the negotiations contemplated by the terms of this Agreement.

(7) Windows 95 includes Microsoft At Work fax transmission software, Remote Access Service, and Remote Procedure Calls, each of which provide methods for stand-alone and networked computers to send and receive messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Accordingly, Windows 95 has been designed to disable the security in each of these features when the default locale assigned during installation is France.

(8) For purposes of the Royalty Calculation provisions of this Exhibit C, preinstallation of multiple language versions of Windows 95 performed in accordance with the instructions for multiple language installation provided in the OPK shall constitute "one language" version. In such event, COMPANY shall pay the highest royalty applicable to the language versions distributed.

ADDITIONAL PROVISIONS - WINDOWS 95, WINDOWS, WINDOWS FOR WORKGROUPS, WINDOWS NT WORKSTATION AND MS-DOS

(b) (1) Windows Product(s) shall mean Windows, Windows for Workgroups, Windows NT Workstation, and /or Windows 95.

(2) If Customer System(s) licensed for Windows 95 are also licensed on a per system basis for Windows 3.xx, Windows for Workgroups 3.xx, and/or MS-DOS ("Other Systems Product(s)") in the Agreement, then COMPANY agrees to pay MS the royalty for the Product(s) distributed with the Customer System, or, if the licensed Customer System is distributed without any such Product(s), the royalty for Windows 95.

(3) Except for the MS upgrade program and MS products purchased or obtained through retail or wholesale distribution channels, COMPANY may not distribute both Windows 95 and the Other Systems Product(s) with the same Customer System.

(c) Windows for Workgroups version 3.11 includes Microsoft At Work fax transmission software, which provides methods for stand-alone and networked computers to send and receive fax messages with certain security levels. French law (Decree 92-1358 of December 1992) generally prohibits the use in France of such technology, unless special approvals are granted. Accordingly, OEMs should provide only the version of Windows for Workgroups version 3.11 designed for France to avoid violating the Decree.

(d) COMPANY shall not advertise a separate price for the Product licensed hereunder.

(e) (1) The PRC language version of this Product is available with only simplified Chinese character fonts licensed from a third party. COMPANY acknowledges that such fonts may differ in quality and characteristics to Chinese character fonts available in other Microsoft Products.

(2) The PRC language version of this Product is available only through selected Authorized Replicators as specified in MS. From time to time, MS shall provide an updated list of Authorized Replicators through which the PRC language version of this Product is available.

(3) The packaging for the PRC language version of this Product distributed with Customer Systems within or to the PRC shall be clearly marked in both English and simplified Chinese, "Not for distribution or use outside the People's Republic of China."

(1) For Windows NT Workstation, COMPANY agrees to provide quarterly sales out, and business and government installation sales reporting where the quantity of Product sold totals ten (10) or more units during a calendar quarter. Reporting shall include by country the customer name, bill to, ship to, state and zip or postal codes, quantity of units, part description, and indication of MS field sales assistance. MS will provide and may revise the reporting format from time-to-time during the term of the Agreement. In the event that MS no longer requires this information for compensation purposes, COMPANY at its option may elect to discontinue providing this information to MS.

(2) 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.

(3) Though the Product Deliverables for this Product may include versions of the Product designed for other types of microprocessors, COMPANY is licensed to distribute the Product only with and for use on Customer Systems based on the Intel x86, Pentium or compatible architecture.

(4) License rights to future Product and Version Releases of Windows NT Workstation are not available under this Agreement.

EXHIBIT C

(Continued)

CUSTOMER SYSTEMS

For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. COMPANY may designate one or more new model lines or series for inclusion under the terms of this Agreement and to be licensed for Product(s) upon delivery of written notice to MS; such designation shall be effective fifteen (15) days after delivery of such notice to MS.

At COMPANY's option, for purposes of administrative convenience, COMPANY may designate Customer Systems 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 within such 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.

Product Number Key: 1 = Windows 95; 2 = Windows for Workgroups 3.11; 3 = Windows 3.11; 4 = MS-DOS 6.2; 5 = Enhanced Tools for MS-DOS 6.2; 6 = MS-DOS 6.2/V; 7 = Enhanced Tools for MS-DOS 6.2/V; 8 = Windows, PRC Version 3.2

Royalty Basis Key: C = per copy, S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

	Model Name or Model Number	Processor Type	Product Number							
			1	2	3	4	5	6	7	8
1.	PowerEdge model line		c	c	c	c	c	c	c	c
2.	Latitude model line		c	c	c	c	c	c	c	c
3.	OptiPlex model line		c	c	c	c	c	c	c	c
4.	Dimension model line		c	c	c	c	c	c	c	c
5.										
6.										
7.										
8.										
9.										

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EXHIBIT C-3
ADDITIONAL SYSTEMS PRODUCTS

Product Name and Version	Language Version(s) **	Applicable Additional Provisions	Per System Royalty	Per Copy Royalty	Localization Additional Royalty	Added by Amendment Number
1. Plus! Version 1.X for Windows® 95 and Windows® NT Workstation 4.0	EN	(a), (b), (c)	US\$ 1.00	US\$ _____	N/A	2

* A Product is not licensed hereunder unless royalty rate(s) are indicated in the Product table and the Product is indicated as licensed for one or more Customer Systems in the Customer System table of this Exhibit C.

** Language Version Key: A = Arabic, BP = Portuguese (Brazil), CE = Cyrillic Enabled, CH = Traditional Chinese, CZ = Czech, D = German, DA = Danish, DU = Dutch, E = Spanish, EE = Eastern and Central European, EN = USA English, F = French, FF = France's French, FI = Finnish, HAN = Hangeul, HB = Hebrew, HUN = Hungarian, I = Italian, J = Japanese, N = Norwegian, P = Portuguese, PE = Pan European English, POL = Polish, PRC = PRC Simplified Chinese, RU = Russian, SL = Slovenian, SW = Swedish, TH = Thai, TR = Turkish, Z = International English. If COMPANY is licensed for the EN version of Product and if a Localization Additional Royalty is specified in the Product table above, then in addition to the language versions specified in the Product table above, COMPANY may receive Product Deliverables for the licensed Product in available language versions listed in the Language Key (except CH, HAN, J, and PRC which may only be added by amendment) by sending a written request to the attention of OEM Accounting Services at the address listed in Exhibit N for royalty reports.

ADDITIONAL PROVISIONS KEY

(Note: Only those Additional Provisions applicable to licensed Product(s) appear. Section lettering may not be consecutive.)

(a) This Product is designed for use with Windows 95 and may not function properly with other operating system products.

(b) Beginning May 1, 1996, COMPANY will distribute Plus! on CDROM with each Dimension Customer System shipped to end user customers in the United States and Canada, provided such Customer System is shipped with a CDROM unit included as part of the Customer System. COMPANY will work with MS in good faith to expeditiously preinstall Plus! on all Dimension XPS Systems shipped to end user customers in the United States and Canada, unless specifically requested to the contrary by the end user of the Customer System, provided the preinstallation and subsequent performance tests of the preinstalled Customer System can be accomplished with mutually agreed zero percent (0.0%) degradation results to the performance of the Customer System. COMPANY will pay MS a royalty for each such Plus! shipped or preinstalled with a Dimension System; provided that a royalty shall not be due to MS for any Dimension non-XPS System shipped with Plus! until on and after November 1, 1996. COMPANY shall not be obligated to distribute and pay royalties for Plus! on and after the release date of Version 2.x of Plus!

(c) Provided a "per copy" royalty rate is listed for the Product in the table above, if COMPANY distributes this Product with a computer system which is not listed as licensed for this Product in the Customer System table of this Exhibit C, but which otherwise meets all of the requirements for a "Customer System" for this Product, then such computer system shall be deemed a licensed Customer System for the Product on a per copy basis and COMPANY agrees to comply with all of the terms and conditions of this Agreement with respect to any such distribution of Product.

CUSTOMER SYSTEMS

COMPANY's Customer Systems shall be the assembled computer systems described in the table below which (i) are configured for use only by a single user, (ii) are designed to use a video display and keyboard; and (iii) include at least a CPU, a motherboard, a power supply, 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). For each Product which COMPANY chooses to license for distribution with the listed Customer System, the letter "s" or "c" in the relevant box indicates whether COMPANY is licensing the Product on a "per system" or "per copy" basis, respectively. New models may be added by agreement of the parties.

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.

Product Number Key: 1 = Plus! 1.0

Royalty Basis Key: C = per copy, S = per system; if Product box is blank, such Product is not licensed for distribution with the listed Customer System.

Model Name or Model Number	Processor Type	Product Number							
		1	2	3	4	5	6	7	8
Dimension model line in U.S. and Canada	S								

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)

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