MICROSOFT CORPORATION LICENSE AGREEMENT (PRE-RELEASE PRODUCT-GENERAL)

IMPORTANT: PLEASE COMPLETE THIS FORM AND RETURN IT TO MICROSOFT AT THE ADDRESS BELOW:

Upon receipt by Microsoft Corporation ("MS") of this Agreement, signed and completed by the individual or organization indicated below ("Recipient"), MS may elect, at MS' sole discretion, to provide Recipient with a pre-release copy of the MS product Windows 95, formerly code-named "CHICAGO" and related documentation and information (collectively the "Product"). MS may, in its sole discretion, also provide further pre-releases of the Product or related information to Recipient hereunder, in which case such further pre-releases and related information shall also be covered hereunder as "Product".

1 GRANT OF LICENSE.

- (a) MS grants to Recipient a limited, non-exclusive, nontransferable, royalty-free license to make and use up to ten (10) copies of the executable code of the Product software on computer systems located on Recipient's premises at the address provided below, solely to test the compatibility of Recipient's application or other product(s) which operate in conjunction with the Product and to evaluate the Product for the purpose of providing feedback thereon to MS. All other rights are reserved to MS. Recipient shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Product, including any accompanying printed materials. Recipient shall not reverse engineer, decompile or disassemble the Product except to the extent that this restriction is expressly prohibited by applicable law. MS and its suppliers shall retain title and all ownership rights to the Product.
- (b) Recipient agrees to provide reasonable feedback to MS, including but not limited to usability, bug reports and test results, with respect to the Product testing. Recipient will use reasonable efforts to review and comment on all documentation supplied. All bug reports, test results and other feedback made by Recipient shall be the property of MS and may be used by MS for any purpose. Due to the nature of the development work, MS is not certain as to when errors or discrepancies in the Products may be corrected.
- (c) Recipient's use of the Product is not subject to confidentiality restrictions. Recipient is free to disclose features of the Product or details with respect to Recipient's use or intended use of the Product, provided that use of the Product shall take place solely at Recipient's site. Notwithstanding the foregoing, Recipient may not demonstrate or show the Product in public without the express written permission of MS.
- 2. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and shall continue until terminated upon the earlier of (a) MS' written notice to Recipient, (b) the commercial release of the Product by MS, or (c) one year after receipt of the Product by Recipient. Upon the termination of this Agreement, Recipient shall cease use of the Product and shall promptly return to MS, or certify destruction of, all full or partial copies of the Product and related materials provided by MS.
- 3. COST OF TESTING. There is no charge to Recipient for testing of the Product. MS shall bear all transportation expenses relating to the shipment of the Product to Recipient's place of business and Recipient will pay any return transportation expenses.
- 4. PRODUCT MAINTENANCE. MS is not obligated to provide maintenance or updates to Recipient for the Product. However, any maintenance or updates provided by MS shall be covered by this Agreement.
- 5. DISCLAIMER OF WARRANTY. Product is deemed accepted by Recipient. The Product constitutes pre-release code and may be changed substantially before commercial release. The PRODUCT is provided "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT AND DOCUMENTATION REMAINS WITH RECIPIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO RECIPIENT.
- 6. GOVERNING LAW; ATTORNEYS FEES. This Agreement shall be governed by the laws of the State of Washington and Recipient further consents to jurisdiction by the state and federal courts sitting in the State of Washington. If either MS or Recipient 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.
- 7. U.S. GOVERNMENT RESTRICTED RIGHTS. The Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and

Computer Software clause of DFARS 252.227-7013 or subparagraphs (c)(i) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

- 8. EXPORT RESTRICTIONS. Recipient acknowledges that the Product licensed hereunder is subject to the export control laws and regulations of the U.S.A., and any amendments thereof. Recipient confirms that with respect to the Product, it will not export or re-export it, directly or indirectly, either to (i) any countries that are subject to U.S.A. export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, and Syria); (ii) any end user who Recipient 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 U.S.A. export transactions by any federal agency of the U.S.A. government. Recipient further acknowledges that the Product may include technical data subject to export and reexport restrictions imposed by U.S.A. law.
- 9. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive agreement between MS and Recipient with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing duly signed by an authorized representative of MS and Recipient.
- 10. PARTIES BOUND. If "Company Name" or a company address is filled in below, then the individual signing this Agreement represents that he/she has authority to execute this agreement on behalf of such company and agrees that Product (and any copies thereof) shall remain on the company premises, unless otherwise agreed by MS.

IN WITNESS WHEREOF, Recipient has caused this Agreement to be executed by its duly authorized representative.

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Beta Site Contact/Test	14			
Company Authorized I	Representative's signal	rure. Multimedia	- E. Elisald	,
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RETURN TO:

Microsoft B.V. attn. Windows 95 Beta Team Postbus 364 2130 AJ Hoofddorp The Netherlands