MICROSOFT WORK GROUP SERVER PROTOCOL PROGRAM
LICENSE AGREEMENT
FOR DEVELOPMENT AND PRODUCT DISTRIBUTION
(WORK GROUP SERVER OPERATING SYSTEM SOFTWARE)

This **Microsoft Work Group Server Protocol Program License Agreement for Development and Product Distribution** (the "**Agreement**") is entered into between Microsoft Corporation, a Washington corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. ("**Microsoft**"), and the person(s) or company(ies) identified as Licensees below, all of whom are jointly and severally liable under this Agreement ("**Licensee**"), effective as of the date it has been signed on behalf of all parties (the "**Effective Date**").

Licensee Full Legal Name: **(parent)**
Type of Legal Entity (corporation, company, partnership, sole proprietorship or other**):**
State/Province Organized:
Street Address:
City, State (or equivalent), Country and Postal Code:
Licensee Contact Name:
Phone Number:
Fax Number:
[Licensee may execute the agreement on behalf of its affiliates, including its wholly-owned subsidiaries.]

TABLE OF EXHIBITS:

Exhibit A	Licensed Protocol Documentation and Licensed Patents
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Appendix 1	WSPP Pricing Principles, Scenarios Royalty Tables, and Available Protocols
Appendix 2	Third Party IP Claims (as of the Effective Date)

1.   Definitions. Capitalized terms used in this Agreement are defined in this Section 1 or elsewhere in this Agreement.

1.1   **"Channel Entity"** means any distributor, value-added reseller or other distribution channel entity that Licensee authorizes, directly or indirectly, to Distribute a Product that contains Licensed Server Implementations to End Users in accordance with the terms of this Agreement.

1.2   **"Commission"** means the Commission of the European Communities.

1.3   **"Compatible Software"** means software that is capable of interoperating with Windows Client Operating Systems or Windows Server Operating Systems without breaking compatibility with any Windows Client Operating Systems or Windows Server Operating System product.

1.4   **"Decision"** means the Commission of the European Communities Decision dated March 24, 2004 relating to a proceeding under Article 82 of the EC Treaty (Case COMP/C-3/37.792-Microsoft-Decision).

1.5   **"Distribute" or "Distribution"** means selling, offering for sale, importing, licensing (including the right to modify and redistribute source code versions of Licensed Server Implementations), distributing, providing online access to, importing or otherwise making available in any manner to a third party.

1.6 **"Embedded Product"** means a Product that is Distributed: (a) as a single integrated system that includes one or more Copies of a Licensed Server Implementation and all hardware necessary to operate the included Licensed Server Implementation(s) as marketed by Licensee or its Channel Entities and in accordance with any published performance standards; (b) where End Users do not have the option of purchasing such system or device without its software components; and (c) that cannot be substantially updated, upgraded or modified by the End User without technical assistance from Licensee or its Channel Entities.

1.7 **"End User"** means a third party customer to which a copy of or access to a product or service is Distributed, or otherwise provided for that customer's use, and not for further sublicense or further Distribution.

1.8 **"Licensed Functionality"** means only those portion(s) of individual copies of Work Group Server Operating System Software developed by or for Licensee that implement the Licensed Protocol Documentation for the purpose of interoperating with Windows Client Operating Systems, Windows Server Operating Systems, and/or Compatible Software.

1.9 **"Licensed Patent(s)"** means: (a) those patent(s) and pending patent application(s) listed in **Exhibit A**; (b) any patents that may issue from any of the pending patent applications listed in such Exhibit; (c) any patents that may issue from any continuation or divisional that has priority based upon any of the patents or patent applications listed in such Exhibit; and (d) any re-issues, renewals, substitutions, re-examinations and extensions of any of the patents described in (a), (b) or (c) above. Microsoft acknowledges that by signing this Agreement, Licensee is not waiving its right to contest the validity of any of Microsoft's Licensed Patents. Licensed Patents do not include any patents or patent applications other than those referenced in (a) – (d) above, even if such patents or patent applications cover portions of a Product other than the Licensed Functionality.

1.10 **"Licensed Protocol Documentation"** means the WSPP Protocol Documentation listed in **Exhibit A**.

1.11 **"Licensed Server Implementation"** means only those portions of a Product: (a) that provide the Licensed Functionality; and (b) the making, using, selling, offering for sale or importing of which infringes at least one claim of the applicable Licensed Patents.

1.12 **"Licensee Brand"** means a product name, identified in Royalty Report(s) (per **Exhibit B**) under which Licensee Distributes a Licensed Server Implementation and/or Product.

1.13 **"Product"** means any product (or other stock keeping unit maintained in the ordinary course of Licensee's business and used for purposes of accounting and/or tracking Distribution in connection with this Agreement) that: (a) includes one or more Licensed Server Implementations; and (b) is Distributed under a Licensee Brand.

1.14 **"Protocol"** means a set of rules of interconnection and interaction between various instances of Windows Server Operating Systems and Windows Client Operating Systems running on different computers in a Windows Work Group Network.

1.15 **"Server Software"** means software that is designed and marketed as server software with the primary purpose of providing computing or data services concurrently to software programs running on multiple other computers, and running on a machine configured so that its primary purpose is to provide such services concurrently to multiple other computers.

1.16 **"Trustee"** means a trustee appointed by the Commission pursuant to the Decision and the Commission Decision of 28.7.2005 (C (2005) 2988 final) or, if at the time in question there is no such trustee, either the Commission or any person or entity to whom the Commission has properly delegated the determinations identified for the "Trustee" under this Agreement.

1.17 **"Windows Client Operating Systems"** means the software marketed, distributed and licensed by Microsoft as Windows 98, Windows 98 Second Edition, Windows Millennium Edition, Windows NT Workstation 4.0, Windows 2000 Professional, Windows XP Professional, Windows XP Home, Windows Vista, Windows 7, or Windows 8, including updates (which include, without limitation, security patches) and upgrades) thereto, or their successors (including updates and upgrades thereto) for use on personal computers. "Windows Client Operating Systems" do not include Windows XP Embedded or its successors, Windows CE or its successors, or any other operating system designed for use with non-PC devices such as gaming consoles, television set-top boxes, mobile telephones and personal digital assistants.

1.18 **"Windows Server Operating Systems"** means the software marketed, distributed and licensed by Microsoft as Windows NT Server 4.0, Windows 2000 Server Standard Edition, Windows Server 2003 Standard Edition, Windows Server 2008, Windows Server 2008 R2, and Windows Server 2012 including updates (which include, without limitation, security patches) and upgrades thereto, or their successors (including updates and upgrades thereto).

1.19 "**Windows Work Group Network**" means any group of (i) personal computers connected to a network and on each of which a Windows Client Operating System is installed and (ii) Windows Work Group Servers, linked together via a computer network. **"Windows Work Group Server"** means a computer connected to a network and on which a Windows Server Operating System is installed.

1.20 **"Work Group Server Operating System Software"** means Server Software that is designed to, and capable of, providing file and/or print and/or group and user administration services for a group of personal computers that are linked together in a network, such as a local area network, which competes in the market for work group server operating systems as defined in the Decision (e.g., recitals 52-59 and 343-401).

1.21 "**WSPP**" means the Microsoft Work Group Server Protocol Program licensing program made available by Microsoft at http://www.microsoft.com/openspecifications/en/us/programs/wspp/default.aspx or successor site.

1.22 **"WSPP Development Agreement"** means a then-current version of a Microsoft protocol license agreement for development and product distribution entered into by Microsoft and a licensee under the WSPP.

1.23 **"WSPP Development Licensee"** means another licensee under a WSPP Development Agreement.

1.24 **"WSPP Protocols"** means the file & print and user & group administration Protocols disclosed by Microsoft pursuant to Article 5 of the Decision and defined by the WSPP Protocol Documentation.

1.25 **"WSPP Protocol Documentation"** means the overview and reference documents and technical specifications at http://msdn.microsoft.com/en-us/library/gg285297.aspx or successor site.

2. License Grant; Release; Notice; Reservation of Rights; Discussion of Licensing Terms; Notification and Opportunity Regarding Other Licenses

2.1 <u>License Grant</u>.

(a) <u>General</u>. Effective upon Microsoft's receipt of the Prepaid Royalties, Microsoft hereby grants to Licensee the following world-wide, non-exclusive, personal license under the Licensed Patents, subject to all provisions of this Agreement and conditioned on Licensee's compliance with **Section 2.3**:

(i) Develop, make, and use Licensed Server Implementations; and

(ii) Distribute Licensed Server Implementations, as follows:

(A) directly to End Users, provided such Distribution is done under an agreement that is consistent with the terms of this Agreement; and

(B) indirectly to End Users through Channel Entities, provided such Distribution is done under an agreement that is consistent with the terms of this Agreement.

Licensee may only Distribute Licensed Server Implementations as part of Products; notwithstanding the foregoing, this Agreement does not grant any licenses under any patents or patent applications with respect to the portions of the Product that do not constitute a Licensed Server Implementation.

(b)   Subcontracting. Licensee may contract with a third party to develop, consistent with all of the terms of this Agreement, Licensed Server Implementations on Licensee's behalf (**"Subcontractor"**) provided that any such contract must contain terms requiring any and all third party Subcontractors to comply with obligations no less restrictive than the applicable terms of this Agreement, including but not limited to, **Sections 2 and 6** of this Agreement. Further, nothing in this Agreement shall preclude any such third party Subcontractor from performing similar development work for any other WSPP Development Licensee, pursuant to their WSPP Development Agreement.

2.2   Release. Microsoft hereby releases Licensee on the Effective Date from any and all claims of infringement of the Licensed Patents based upon the making, use, selling, offering for sale or importing of the Licensed Server Implementation prior to the Effective Date, but only to the extent that such activities would have been permitted under this Agreement if performed during the Term; provided, however, that this release shall become effective only upon Microsoft's receipt of the Prepaid Royalties described in **Exhibit B**.

2.3   Notice. All source code copies of Licensed Server Implementations Distributed by Licensee or a Channel Entity must prominently display the following notice:

This source code incorporates intellectual property owned by Microsoft Corporation. You are not licensed under any Microsoft patents or other intellectual property to distribute this code in any form (including source or binary) unless you have obtained an appropriate license from Microsoft. The terms and conditions of such license may be obtained by contacting Microsoft at protocol@microsoft.com.

2.4   Reservation of Rights. Except as expressly provided in this Agreement with respect to the Licensed Patents, no other rights are granted under this Agreement by implication, exhaustion, estoppel or otherwise. Without limiting the generality of the foregoing, this Agreement does not include, and Microsoft does not grant, any right under any patent or intellectual property other than the Licensed Patents.

2.5   Discussion of Licensing Terms; Notification and Opportunity Regarding Other Licenses. Microsoft acknowledges that this Agreement must be reasonable and non-discriminatory under the terms of the Decision. In the event that Licensee believes any term in this Agreement is unreasonable, Licensee may advise Microsoft of the issue and the reasons why Licensee believes the term or terms are unreasonable. Microsoft agrees to work with Licensee in good faith to appropriately resolve the issue in a reasonable and timely manner, i.e. within 60 days after Microsoft received notice from Licensee. In the event that Microsoft and Licensee are unable to achieve agreement on such terms after good faith efforts, Microsoft is willing to submit the matter for review by the Trustee. If any other WSPP Development Licensee enters into a WSPP Development Agreement for the same Licensed Patents as licensed by Licensee under this Agreement (such WSPP Development Agreement, an "**Other License**"), and the pricing and/or other terms of that Other License are more advantageous to that other WSPP Development Licensee than the terms of this Agreement, Microsoft will notify Licensee and Licensee will have the opportunity to enter into the same agreement as that Other License. Licensee will also have the opportunity to receive a refund (if applicable) of Royalties already paid by Licensee under this Agreement, that reflects the same pricing adjustment as received by the licensee under that Other License.

3.   Recordkeeping and Audits; Investigation and Enforcement

3.1   Recordkeeping and Audits. For as long as Licensee Distributes Licensed Server Implementations and for two years after the later of (1) expiration or termination of the Term or (2) the last calendar quarter in which Licensee Distributes Licensed Server Implementations, Licensee shall comply with the requirements of this **Section 3.1**. This **Section 3.1** does not apply if Licensee has only licensed WSPP Protocol Documentation for which a flat fee remuneration has been agreed.

(a)   Recordkeeping. Licensee will maintain accurate and adequate books and records related to its compliance with all terms and conditions of this Agreement (collectively, "**Audit Information**").

(b)   Audits. Upon at least 30 days' notice, Licensee will provide access to Audit Information to an internationally recognized independent certified public accountant ("**Auditor**") selected by Microsoft and approved by Licensee (such approval not to be unreasonably delayed or withheld); provided that (i) such access will be limited to those portions of the Audit Information necessary to verify Licensee's compliance with this Agreement and (ii) the Auditor agrees to use reasonable and customary care to protect the confidentiality of Audit Information. Audits will be conducted during regular business hours at Licensee's facilities. The Auditor may be escorted by Licensee personnel when on Licensee premises, and will not unreasonably interfere with Licensee's normal course of business.

(c)   Frequency and Costs. Audits will not be performed more than once every 12 months, unless an audit discloses a Material Discrepancy, in which case audits may be conducted more often, until such time as an audit does not disclose a Material Discrepancy. Licensee will promptly pay the costs of any audit(s) that reveal a Material Discrepancy; otherwise, Microsoft will be responsible for the costs of audits conducted under this **Section 3**. "**Material Discrepancy**" means, with respect to Royalties (as defined in **Exhibit B**), the greater of 5% or €50,000 when compared to the amount that was reported during the period subject to audit, and/or with respect to other terms of this Agreement, material non-compliance with any terms.

(d)   Reports. After the conclusion of an audit, the Auditor will provide Microsoft and Licensee with a report detailing the results of such audit. If no Material Discrepancy is found, the report to Microsoft will be limited to that information. If any Material Discrepancy is found, the report to Microsoft will only contain such information as necessary to describe the Material Discrepancy, and such information is subject to the provisions of **Section 5** and the Microsoft liabilities and Licensee remedies relating thereto in **Section 8**.

(e)   Non-Compliance with Agreement Terms. If any audit reveals non-compliance with the terms of this Agreement, Licensee will take all commercially reasonable steps to correct that non-compliance and advise Microsoft of such steps as soon as practicable. The foregoing is in addition to any other remedies that may be available to Microsoft.

3.2   Investigation and Enforcement. Licensee will use commercially reasonable efforts to promptly investigate suspected breaches of, and to promptly enforce, any agreements to which it is a party and that affect the Microsoft Licensed Patents, including without limitation any agreements governing Licensee's Distribution of Licensed Server Implementations and Products.

4.   Royalties and Reporting; Payments

4.1   Royalties and Reporting. Licensee will pay Royalties and provide Royalty Reports (as defined in **Exhibit B**) to Microsoft's designated billing and collection agent, as identified in **Section 4.2** (**"Payment Agent"**), in accordance with this **Section 4** and **Exhibit B** of this Agreement. For each Royalty period, the Payment Agent will send Microsoft a report identifying the Licensee by name and the total amount of royalties paid.

4.2   Payments.

(a) Payment Terms and Instructions. Licensee will pay all invoices issued by Microsoft (or its Payment Agent) under this Agreement within 30 days of receipt of the invoice. Payment will be made to the Payment Agent (i.e. payments will be made out to the Payment Agent), to the following account or address (or alternate Payment Agent, account or address upon reasonable notice from Microsoft):

Payment Agent: Microsoft Corporation

FOR ALL WIRE TRANSFERS Bank of America 1401 Elm Street Dallas, Texas 75202 USA	Account #**3750891058** ABA **# 0260-0959-3** SWIFT **# BOFAUS3N** ATTN: Microsoft Corporation
For Approved checks sent via courier (FedEx, UPS, Airborne, etc.): Bank of America Attn: Microsoft Corporation #100430 6000 Feldwood Road College Park, GA 30349-3652	For Approved checks sent via National Mail: Microsoft Corporation P.O. BOX 100430 Atlanta, GA 30384-0430

*(Please remit **one week prior** to invoice due date if paying by check. Licensee is responsible for mailing & courier fees.)*

(b)   Manner of Payment. All payments due under this Agreement are payable in Euros. All references in this Agreement to "€" refer to Euros. Microsoft may assess and Licensee will then pay the lesser of (a) a one and one-half percent (1.5%) monthly charge, and (b) the highest amount permitted by applicable law with respect to late charges, on all fees that are past due from the date due through and including the date Microsoft receives payment in full. All payments under this Agreement are non-refundable.

(c)   Taxes. This **Section 4.2** governs the treatment of all taxes arising as a result of or in connection with this Agreement, notwithstanding any other provision of this Agreement.

(i) Licensee is responsible for the billing, collecting and remitting of sales, use, value added, and other comparable taxes due with respect to the collection of any revenues by Licensee, or any portion thereof. Microsoft is not liable for any taxes (including any penalties or interest thereon), that Licensee is legally obligated to pay and that are incurred by Licensee in connection with this Agreement or any Licensee revenues related to Distribution of any Product, and Licensee takes full responsibility for all such taxes. Licensee is not liable for any income taxes that Microsoft is legally obligated to pay with respect to any amounts paid to Microsoft by Licensee under this Agreement.

(ii) Amounts payable to Microsoft under this Agreement exclude any taxes, duties, levies, fees, excises or tariffs imposed on any of Licensee's activities in connection with this Agreement. Licensee will pay to Microsoft (pursuant to **Section 4.2(a)**) any applicable taxes that are owed by Licensee solely as a result of entering into this Agreement and which are permitted to be collected from Licensee by Microsoft under applicable law, except to the extent Licensee provides to Microsoft a valid exemption certificate for such taxes. Licensee agrees to indemnify, defend and hold Microsoft harmless from any sales, use, or similar taxes payable by Licensee, or claims, causes of action, costs (including without limitation reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to such taxes.

(iii) If, after a determination by a tax authority outside the U.S., any taxes are required to be withheld on payments made by Licensee to Microsoft, Licensee may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Licensee will promptly secure and deliver to Microsoft (through its Payment Agent) an official receipt for any such taxes withheld or other documents necessary to enable Microsoft to claim a U.S. Foreign Tax Credit. Licensee will make certain that any taxes withheld are minimized to the extent possible under applicable law.

5.   Confidentiality. The mere existence and terms of this Agreement are not confidential. However, the specific Licensed Patents and associated Royalties selected by Licensee are confidential information of Licensee and will not be disclosed by Microsoft except: (a) as may be required by applicable law; (b) as may be required by judicial or governmental order (provided that Microsoft gives Licensee to enable it to seek a protective order, or obtains written assurance that the Agreement will receive the highest level of applicable protection); or (c) by Licensee's written consent.

6. Warranties; Exclusion of Warranties; Exclusive Remedy and Sole Liability

6.1   Warranties.

(a)   General. Each Party represents and warrants that it has the power and authority to enter into this Agreement.

(b)   Additional Microsoft Warranties. Microsoft represents and warrants to Licensee that:

(i) it is the owner of the Licensed Patents;

(ii) it has the right to grant the license rights granted under this Agreement;

(iii) it applied the WSPP Pricing Principles (set forth in **Appendix 1**) in good faith in establishing the Licensed Patent pricing contained in **Exhibit B**;

(iv) as of the Effective Date, to the best of its knowledge, it does not have any Third Party IP Claims (defined below) other than as may be set forth in **Appendix 2** to this Agreement. Third Party IP Claims means (i) litigation in which Microsoft is named as a defendant and served with process or (ii) a written threat of litigation against Microsoft that a third party or its authorized agent sends to Microsoft, and Microsoft and its internal legal department receives in its possession, which alleges that Licensed Functionality, as implemented in a Licensed Server Implementation, necessarily infringes that third party's own patent claims, with specificity and in sufficient detail for Microsoft to identify (i) the allegedly infringing Licensed Functionality, (ii) the allegedly infringed patent claims and (iii) the legal and technical basis of the allegation; and

(v) in offering the terms and conditions under this Agreement to Licensee (including, without limitation, the financial provisions, warranties and any restrictions imposed on Licensee hereunder), Microsoft complies and shall continue to comply with the requirement under Article 5 of the Decision that it must allow undertakings to use the Interoperability Information (as defined in Article 1 of the Decision) on terms which are reasonable and non-discriminatory. If at any time Microsoft grants any Third Party royalties, terms and conditions that may be deemed to be more advantageous, Microsoft will give prompt notice to Licensee and provide the necessary information to determine compliance with this representation and warranty.

6.2   Exclusion of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 6.1**, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES AND OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND THE USE OF REASONABLE SKILL AND CARE).   WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MICROSOFT HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY OF ANY KIND: (I) WITH REGARD TO THE SCOPE, COVERAGE, VALIDITY OR ENFORCEABILITY OF ANY OF THE LICENSED PATENTS; (II) WITH RESPECT TO ANY LICENSED SERVER IMPLEMENTATION OR PRODUCT; OR (III) THAT ANY SOFTWARE MADE, USED, SOLD, OFFERED FOR SALE OR IMPORTED UNDER THE LICENSE IS OR WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

6.3   Exclusive Remedies and Sole Liability. BOTH PARTIES AGREE THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND MICROSOFT'S SOLE LIABILITY IN CONNECTION WITH ANY CLAIM RELATED TO:

(A)   **SECTION 6.1(B)(III)** (INCLUDING WITHOUT LIMITATION ANY BREACH THEREOF) IS FOR LICENSEE: (i) TO RAISE WITH THE TRUSTEE LICENSEE'S GOOD FAITH BELIEF THAT THE LICENSED PATENT PRICING CONTAINED IN **EXHIBIT B** IS NOT IN ACCORDANCE WITH THE WSPP PRICING PRINCIPLES SET FORTH IN **APPENDIX 1** AFTER REASONABLE EFFORTS TO RESOLVE SUCH ISSUE WITH MICROSOFT WITHIN 60 DAYS AFTER MICROSOFT RECEIVED NOTICE; AND (ii) IF THE TRUSTEE FINDS THAT SUCH PRICING IS NOT IN ACCORDANCE WITH THE WSPP PRICING PRINCIPLES, TO (A) HAVE THIS AGREEMENT AMENDED AND (B) RECEIVE A REFUND (IF

APPLICABLE) OF ROYALTIES ALREADY PAID UNDER THIS AGREEMENT, BOTH IN ACCORDANCE WITH THE TRUSTEE'S FINDING; AND (C) IF NECESSARY, SEEK TO ENFORCE THE FOREGOING (A) AND (B) IN THE COURT REFERENCED IN **SECTION 10.6**; AND

(B) **SECTION 6.1(B)(IV)** (INCLUDING WITHOUT LIMITATION ANY BREACH THEREOF) IS FOR LICENSEE TO TERMINATE THIS AGREEMENT WITH RESPECT TO ALL LICENSED FUNCTIONALITY THAT IS THE SUBJECT OF THE RELEVANT THIRD PARTY IP CLAIM AND, FOLLOWING SUCH TERMINATION, TO PURSUE A CLAIM FOR DAMAGES AGAINST MICROSOFT BASED ON A VIOLATION OR BREACH OF THE WARRANTY IN **SECTION 6.1(B)(IV)**, PROVIDED THAT SUCH DAMAGES WILL NOT IN ANY EVENT EXCEED (REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED) THE AMOUNT OF ROYALTIES PAID BY LICENSEE TO MICROSOFT HEREUNDER, AND TO THE EXTENT APPLICABLE, TO OBTAIN INDEMNIFICATION AND DEFENSE BY MICROSOFT WITH RESPECT TO THIRD PARTY IP CLAIMS UNDER **SECTION 7.1** SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH IN **SECTION 7**.

7. Indemnification

7.1   General.   Subject to **Section 7.2**, Microsoft agrees at its expense and Licensee's request (a) to indemnify and hold harmless Licensee and Licensee's subsidiaries, directors, officers, and employees ("**Indemnified Parties**"), from and against amounts awarded by (or in an award enforceable by) a court of competent jurisdiction or agreed to in a settlement pursuant to **Section 7.2** below ("**Indemnified Damages**") as a result of third party claims, demands or actions based on allegations which, if true, would constitute a breach of Microsoft's warranty in **Section 6.1(b)(iv)** ("**7.1 Claims**"), and (b) to defend the Indemnified Parties against 7.1 Claims, and the costs of such defense are not capped; provided, however, that such defense obligation, and Microsoft's obligation to indemnify and hold the Indemnified Parties harmless under this **Section 7.1**, excludes Licensee's reverse engineered products or products created by Licensee prior to the Effective Date.

7.2   Condition and Procedures.   Microsoft's obligation to indemnify, hold harmless and defend the Indemnified Parties under **Section 7.1** is conditioned on Licensee's providing Microsoft with reasonably prompt notice in writing of any 7.1 Claim, and tendering control of the defense of such 7.1 Claim to Microsoft. Microsoft will not settle any 7.1 Claim except with prior written permission of Licensee, which permission Licensee will not unreasonably withhold.   Notwithstanding Licensee's tender of control of defense to Microsoft under this **Section 7.2**, Licensee may also participate at its own expense in such defense, provided that control over defense strategy decisions remains with Microsoft subject only to the express provisions of this **Section 7.2** regarding settlement approvals.

7.3   Additional Claims.   Microsoft agrees at its expense and Licensee's request to defend Licensee in a lawsuit, and pay the amount of any adverse final judgment (or settlement to which Microsoft agrees in advance in writing) from such lawsuit, for any third party claim(s) that Licensed Functionality created and Distributed in a Licensed Server Implementation in accordance with **Section 2** and the other provisions of this Agreement, necessarily infringes third party patent claims that were not known to Microsoft as of the Effective Date (such third party claims, "**Additional Claim(s)**"); provided that:

(a)   Licensee promptly notifies Microsoft in writing of the Additional Claim, in sufficient detail to identify (i) the allegedly infringing Licensed Functionality, (ii) the allegedly infringed patent claims and (iii) the legal and technical basis of the allegation,

(b)   Microsoft controls the defense and/or settlement of the Additional Claim,

(c)   Licensee provides Microsoft with reasonable assistance (at Microsoft's expense) in the defense of the Additional Claim,

(d)   Microsoft's obligations to defend and pay any Additional Claim shall be limited to Additional Claims wherein the Licensed Functionality alone, without combination or modification, constitutes direct or contributory infringement of such Additional Claim, and

(e) if the lawsuit identified above includes any claim, other than Additional Claim(s), that the Product infringes any third party intellectual property rights ("**Other Claims**"), Licensee reimburses Microsoft for any and all attorney's fees and costs incurred by Microsoft in defending against Other Claims, provided that Licensee controls the defense and/or settlement of those Other Claims.

Notwithstanding each party's control of defense of Additional Claims and Other Claims under this **Section 7.3**, the other party may also participate at its own expense in such defense, provided that control over defense strategy decisions with respect to (i) Additional Claims remains with Microsoft and (ii) Other Claims remains with Licensee. Microsoft will have no obligations under this **Section 7** for any Additional Claim based (A) on Licensee's manufacture, use or Distribution of software containing allegedly infringing Licensed Functionality more than 20 days after Microsoft has provided Licensee with at least 20 days written notice that (1) Microsoft (at its option) will stop such activity or (2) Microsoft (at its option) will modify the allegedly infringing Licensed Functionality and make that modified Licensed Functionality available for license under this Agreement in lieu of the allegedly infringing Licensed Functionality at or prior to the end of such notice period, or (B) on Licensee's reverse engineered products or products created by Licensee prior to the Effective Date. Microsoft's liability under this **Section 7.3** will not exceed, in the aggregate, 100% of the total amount of Royalties paid by Licensee to Microsoft under this Agreement for the Product(s) containing the allegedly infringing Licensed Functionality; however, this limitation does not apply to any fees and expenses of attorneys incurred by Microsoft in defending Additional Claim(s).

8.   Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR SPECIAL DAMAGES WHATSOEVER, OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, WHETHER ARISING OUT OF NEGLIGENCE OR OTHERWISE. THE FOREGOING EXCLUSION APPLIES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF ANY AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, BUT DOES NOT APPLY TO (I) BREACH OF **SECTION 5** (CONFIDENTIALITY) OR **SECTION 6.1(B)(V)**, (II) INDEMNIFIED DAMAGES, OR (III) ANY INFRINGEMENT OR MISAPPROPRIATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. NOTHING IN THIS AGREEMENT EXCLUDES MICROSOFT'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE.

9.   Term and Termination

9.1   General. The "**Term**" of this Agreement shall commence as of the Effective Date and end upon the first of the following to occur: (a) the expiration of the last of the Licensed Patents to expire or (b) Microsoft gives Licensee written notice of termination in accordance with **Section 9.2 or 10.7**.

9.2   Early Termination by Microsoft. Microsoft may terminate the Term by giving Licensee written notice of termination if Licensee commits any breach of this Agreement (including, without limitation any failure to make any payment when due) and fails to cure such breach within thirty (30) days after Microsoft gives Licensee written notice of such breach. Any breach of this Agreement has to be established by a court of competent jurisdiction.

9.3   Effect of Expiration or Termination.

(a)   Except as provided in **Section 9.3(b)** below, only **Sections 1, 2.4, 2.5, 6, 7, 8, 9.3**, and **10** of this Agreement shall survive any expiration or termination of the Term, except that **Sections 3** and **4** shall also survive with respect to Royalties owed for any Authorized Copies Distributed or authorized by Licensee or any Channel Entity during the Term.

(b)   Subject to the express license scope, payments of Royalties, and other terms and conditions referenced in **Sections 2** and **3**, upon termination of this Agreement all terms of this Agreement will

survive to the extent applicable to Licensee's provision of support and maintenance services to End Users of versions of Products commercially released prior to such termination ("**Existing WSPP Implementations**"), including Distribution of bug fixes and patches for such Existing WSPP Implementations.

(c)   Any expiration or termination of the Term shall be without prejudice to any right or remedy of either Party arising out of any breach of this Agreement, including without limitation recovery of any monies due or claimed due under this Agreement.

10.   Miscellaneous

10.1   No Partnership, Joint Venture or Franchise. Neither this Agreement, nor any terms or conditions contained herein, create a partnership, joint venture or agency relationship or grant a franchise as defined in the Washington Franchise Investment Protection Act, RCW 10.100, as amended, 16 CFR Section 436.2(a), or any other similar laws in other jurisdictions.

10.2   No Right to Technology. Microsoft shall not have any obligation under this Agreement to disclose or otherwise make available to Licensee any software, programs, specifications, designs, technical data, know how or other technology, whether or not the same may be required for the exercise or commercial exploitation of the rights granted under this Agreement.

10.3   Actions on Behalf of the Parties. Microsoft and Licensee are each liable for, and will be deemed for all purposes of this Agreement to have done or failed to do, any act or omission of their respective officers, employees, temporary personnel, or independent contractors related to acts or omissions in connection with this Agreement.

10.4   Notices. All notices and requests in connection with this Agreement shall be delivered by messenger; overnight delivery service; U.S. mail, postage prepaid, certified or registered and return receipt requested; facsimile; or electronic mail. If a notice or request is provided by facsimile or electronic mail then a confirmation copy sent via U.S. mail postage prepaid, certified or registered and return receipt requested is also required. All such notices and requests must be addressed to Licensee using the contract information indicated on the first page of this Agreement, to Microsoft using the contact information below, or to either party at such other address as the party to receive the notice or request so designates per this notice provision. Delivery shall be effective upon receipt by the notified party.

> Microsoft Corporation
> One Microsoft Way
> Redmond, Washington 98052-6399 U.S.A.
> Attention: IP Contracts Manager
> Phone: (425) 882-8080
> Fax: (425) 706-7329
> Copy to: Law & Corporate Affairs
> Fax: (425) 706-7409

10.5   Licensee Contests and Complaints.

(a)   Microsoft acknowledges that by signing this Agreement, Licensee is not waiving its right to contest the validity of any of Microsoft's Licensed Patents, and without prejudice to the provisions of **Section 9**, Microsoft will not terminate this Agreement on the basis of such a contest by Licensee.

(b)   Nothing in this Agreement will prevent Licensee from complaining to the Commission of the European Communities with respect to this Agreement or the Decision. Without prejudice to the provisions of **Section 9**, Microsoft will not withhold WSPP Documentation from Licensee or terminate this Agreement on the basis of such a complaint by Licensee.

(c)   This Agreement neither takes away from nor adds (except as expressly stated in this Agreement) to any rights a licensee might have under Articles 81 or 82 EC or equivalent provisions of national competition laws.

10.6   Jurisdiction, Governing Law and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with English law. This Agreement shall be constructed and applied in light of the operative part of the Decision and statement of reasons for it. Each party hereby submits to the exclusive jurisdiction of the Chancery Division of the High Court of England and Wales in London. Process may be served on either party in the manner authorized by applicable law or court rule. In any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees, costs and other expenses. The Parties acknowledge and agree that any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement constitutes an issue relating to the application of Article 82 of the Treaty within the meaning of Article 15 of Regulation 1/2003.

10.7   Assignment.

(a) The party identified as the Licensee parent on the first page of this Agreement may assign this Agreement if such Licensee and the proposed assignee have executed and delivered an Assignment and Assumption Agreement in a form acceptable to Microsoft (form available upon request to protocol@microsoft.com or other address that may be identified by Microsoft from time to time), which agreement provides for the assignment of all of Licensee's rights and obligations under this Agreement to the proposed assignee. Microsoft will promptly sign the Assignment and Assumption Agreement and return an executed copy to Licensee and the proposed assignee.

(b) Microsoft may terminate this Agreement immediately upon written notice if the party identified as the Licensee parent on the first page of this Agreement assigns or otherwise transfers, whether by operation of contract, law or otherwise, fifty percent (50%) or more of such Licensee's assets, excluding this Agreement, in a single transaction or series of transactions, unless either (i) the entity to which such Licensee proposes to make such assignment or transfer first enters into a Guarantee Agreement (form available upon request to protocol@microsoft.com or other address that may be identified by Microsoft from time to time), or (ii) such Licensee and Microsoft expressly agree otherwise in writing.

(c) Notwithstanding any other provision of this Agreement, no Licensee subsidiary or affiliate may assign this Agreement (or its rights or obligations hereunder) in whole or in part.

(d) Any attempted assignment in violation of **Section 10.7(a), (b) or (c)** is null and void and has no force or effect.

10.8   Construction. This Agreement shall be constructed and applied in light of the operative part of the Decision and statement of reasons for it. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, other than **Sections 2** (License Grant; Release; Notice; Reservation of Rights; Discussion of Licensing Terms; Notification and Opportunity Regarding Other Licenses), **5** (Confidentiality), **6.2** (Exclusions of Warranties), **6.3** (Exclusive Remedies and Sole Liability), **8** (Limitations of Remedies & Liability), or **10.7** (Assignment), to be unenforceable, the rest will remain in effect. If any of the foregoing provisions, or any portion thereof, are held by a court of competent jurisdiction to be unenforceable, this Agreement terminates immediately.

10.9   Third Parties Rights. A person who is not a party to this Agreement is not a beneficiary of the rights granted to Licensee under this Agreement, and has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in contract.

10.10   Entire Agreement. This Agreement does not constitute an offer by Microsoft and is not effective unless and until this Agreement is signed by duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Agreement (including its Exhibits and Appendices) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications, agreements, arrangements and understandings between the parties in connection with this Agreement and on such subject matter. No modifications of this Agreement are effective unless contained in a subsequent written agreement that expressly references this Agreement and its intent to modify its terms, and is signed by duly authorized representatives of Licensee and Microsoft.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have entered into this Agreement, to be effective on the Effective Date.

[LICENSEE NAME] (parent)   **MICROSOFT CORPORATION**

_____   _____
By (Sign)   By (Sign)

_____   _____
Name (Print)   Name (Print)

_____   _____
Title   Title

_____   _____
Date   Date

EXHIBIT A

Licensed Protocol Documentation and Licensed Patents

[In connection with the execution of this Agreement, Microsoft will provide a complete list of Microsoft patents and patent applications covering the Technical Documentation based on the Licensee's selection of tasks/scenarios. In the interim, those patents and patent applications are identified in the patent mapping tool available on the following website or its successor: http://www.microsoft.com/openspecifications/en/us/programs/patent-map-tool/default.aspx.]

EXHIBIT B
Royalties and Reporting

1.   Royalties – General.

1.1   Prepaid Royalties. Except as provided in Section 6 below, Licensee will pay Microsoft a one-time amount of €10,000 in Prepaid Royalties within 45 days of the Effective Date. After receiving each Royalty Report from Licensee, Microsoft (through its Payment Agent) will: (a) apply any remaining Prepaid Royalties against Royalties due and issue Licensee a statement showing the Prepaid Royalties balance remaining after such application, or (b) issue an invoice for any Royalties due (after applying all Prepaid Royalties).

1.2   One-time Flat Fee Licenses. One-time flat fee Royalties for the Licensed Protocol Documentation listed below are as indicated in Royalty Table B-1. These Royalties are not dependent on how many Products are Distributed. If Licensee selects only WSPP Protocol Documentation under a one-time flat fee license, then Microsoft will apply the entire Prepaid Royalty against the Royalty due for that license. If Licensee also chooses WSPP Protocol Documentation under per unit or percentage of net revenue-based Royalty licenses, Microsoft will first apply any the Prepaid Royalty against the Royalty due for the one-time flat fee license, then apply any remaining Prepaid Royalty against the Royalty due for those other licenses.

Royalty Table B-1 *(to be filled in per licensee's Exhibit A choices)*

Licensed Protocol Documentation	One-time Flat Fee*

Any Royalty Rates listed in this table and denoted as applicable to "Small Scale" Products must meet the criteria described in Section 7 below.

1.3   Per Unit and Percentage of Net Revenue-Based Licenses.   Licensee will make per unit and percentage of net revenue-based royalty payments to Microsoft based on Licensee's choice of one of the five royalty payment options described in this **Exhibit B** (**Section 2**, "Royalties – Quarterly Payments After Distribution; **Section 3**, "Royalties – Annual Fixed Fees"; **Section 4**, "Royalties – Multi-Year Fixed Fee"; **Section 5**, "Royalties – Lifetime Fixed Fee"; or **Section 6**, "Royalties – Flexible Income" below).

2.   Royalties – Quarterly Payments After Distribution.

2.1   Royalty Rates

Royalty Rate Table B-2 (Outside of EEA) *(to be filled in per licensee's Exhibit A choices)*

This Royalty Rate Table sets forth Royalty Rates applicable to units of Products Distributed outside the EEA (as defined below).

Licensed Server Implementation	Royalty Rates*		Minimum	Maximum	Per Unit Fee
	Software Product	Embedded Product (50% of Software Product rate)			

Any Royalty Rates listed in this table and denoted as "Flex Income" will be calculated per Section 6 below.

Royalty Rate Table B-2 (EEA) (*to be filled in per licensee's Exhibit A choices)*

This Royalty Rate Table sets forth Royalty Rates applicable to units of Products Distributed within the EEA.

Licensed Server Implementation	Royalty Rates*		Minimum	Maximum	Per Unit Fee
	Software Product	Embedded Product (50% of Software Product rate)			

* Any Royalty Rates listed in this table and denoted as "Flex Income" will be calculated per Section 6 below.

2.2   Calculation and Reporting of Quarterly Payments After Distribution - General.   Licensee will calculate and report Royalties on a Quarterly basis for each Product Distributed by Licensee based on per unit volumes or the Net Revenues applicable to such Product and the Royalty Rate applicable to such Product. Any overpayment of Royalties by Licensee will be credited against Royalties accrued during the next Quarter.

2.3   Calculation. To calculate the Quarterly Royalties, Licensee will, for each Product:

(a)   Per Unit Royalties:

1. Identify each Licensed Server Implementation licensed on a per unit fee basis ("**Per Unit Fee LSI**") that is contained in that Product.

2. Determine the corresponding per unit fee for each Per Unit Fee LSI contained in that Product by referencing the last column of Table B-2.

3. Add up the corresponding per unit fees for all Per Unit Fee LSIs contained in the Product.

4. Multiply the sum in Section 2.3(a)(3) above by the total number of Authorized Servers of that Product Distributed during the Quarter.

(b)   Percentage of Net Revenue-Based Royalties.

1. Calculate Net Revenues for each Product,

2. Divide the resulting total of Net Revenues by the total number of Authorized Servers (excluding Evaluation Version units) Distributed during the Quarter to determine the Average Net Revenue per Authorized Server.

3. Determine the relevant Royalty per Authorized Server by multiplying the Average Net Revenue per Authorized Server by the applicable percentage of net revenue-based Royalty Rate(s) as shown in **Table B-2** above. If the resulting Royalty per Authorized Server for a Software Product (there is no minimum for Embedded Products) is less than the sum of the Minimum Royalties for all Licensed Server Implementations in that Product, the Royalty per Authorized Server will be the sum of those Minimum Royalties. Likewise, if the resulting Royalty per Authorized Server for either a Software Product or an Embedded Product is greater than the sum of the Maximum Royalties for all Licensed Server Implementations in that Product, the Royalty per Authorized Server will be the sum of those Maximum Royalties.

4. Multiply the Royalty per Authorized Server as determined in (3) above by the total number of Authorized Servers (excluding Evaluation Version units).

5. Per-User Pricing (if applicable): Each Product will be deemed to be Distributed on per Server pricing terms, unless such Product is Distributed on per-user pricing terms. **"Per-user pricing"** means Distribution terms where the Product may be run on an unlimited number of Servers but a license and fee is required for each user who accesses services provided by the Product. For any Product Distributed on per-user pricing terms, the minimum and maximum royalties per Authorized Server will be based on the number of licensed users rather than the number of

Authorized Servers. For each user, the minimum and maximum Royalties will be 1% of the per Server-based minimum and maximum shown in **Table B-2** above.

"Net Revenues" means, for each Product, except as specified in **(i) or (ii)** below in this **Section**: (a) all revenues actually recognized by Licensee or any of its Affiliates in the normal course of business from (1) the sale, lease, licensing or other grant of rights (including without limitation subscriptions, updates, or user based connection fees) in units of the Product (including without limitation all of its components, such as but without limitation its hardware (insofar as the hardware itself directly provides Licensed Functionality) and software components), and (2) services that are contractually required for a customer to obtain the current version and/or updates of the Product; less (b) any Qualifying Credits. Revenues associated with Evaluation Versions will not be calculated as part of Net Revenue. In no event will Net Revenue for an Embedded Product be less than the cost of goods sold (as determined using generally accepted accounting practices) for such Embedded Product.

Net Revenues for Upgrades to Base Products: If Licensee ships a product that does not contain any Products ("**Base Product**"), and Licensee thereafter: (A) incorporates one or more Products and the Base Product (or a new version of the base product) into another product ("**Augmented Product**"); and (B) provides supplements (e.g., service packs, patches, updates) that contain those Products ("**Upgrades**") to existing licensees of such Base Product, then the following special rules apply to the calculation of Royalties on the Augmented Product:

1.   Net Revenue includes the Net Revenue attributable to all units of the Augmented Product Distributed during the Quarter. This Net Revenue is divided by the number of units of the Augmented Product Distributed to obtain the per unit Net Revenue for the Augmented Product.

2.   In addition, Net Revenue is increased by adding an amount calculated by multiplying the per unit Net Revenue for the Augmented Product (as calculated in 1 above) by the number of Upgrades Distributed during the Quarter. If a licensee receives more than one Upgrade for a particular Base Product, only the first Upgrade it receives will result in Augmented Product Net Revenue under this paragraph.

3.   The number of Authorized Servers Distributed includes both the number of units of the Augmented Product and the number of Upgrades (as calculated in 2 above) Distributed during the Quarter.

3.   Royalties – Annual Fixed Fees.

3.1   Prepaid Royalties. If the first Annual Fixed Fee is paid before 45 days from the Effective Date, the Payment Agent will allocate €10,000 of that first Annual Fixed Fee toward Prepaid Royalties. If the first Annual Fixed Fee has not been paid before 45 days from the Effective Date, or if it has been paid within that timeframe but is less than €10,000: (a) Licensee will pay Microsoft a one-time amount of €10,000 in Prepaid Royalties, or pay the balance of Prepaid Royalties due (as applicable) within 45 days of the Effective Date, and (b) after calculating each Annual Fixed Fee amount due from Licensee (per **Section 3.2** below), the Payment Agent will apply the Prepaid Royalties (or any remainder thereof after applying Prepaid Royalties to earlier Annual Fixed Fee amounts due, if applicable) against the Annual Fixed Fee amount due, and issue Licensee (i) a statement showing the Prepaid Royalties balance remaining after such application or (ii) an invoice for the Annual Fixed Fee amount due after applying Prepaid Royalties.

3.2   Calculation and Reporting of Annual Fixed Fee Royalties.

(a) To calculate the first Annual Fixed Fee, Licensee will submit to the Payment Agent, Licensee's best, good faith forecast of the total volume of each Product that Licensee will Distribute during the first year of the Term, and of any other information, such as Net Revenue per Product, needed by the Payment Agent to determine the first Annual Fixed Fee. The Payment Agent will use the information supplied by Licensee to apply the calculations set forth in **Section 2.3** above, except on an annual rather than quarterly basis. The result of those Payment Agent calculations will become the basis of the first Annual Fixed Fee, as follows: (i) The Payment Agent will add together the results of its calculations for each Product to arrive at an aggregate, preliminary first Annual Fixed Fee; (ii) If the beginning of the Term coincides with the beginning of a calendar year, the Payment Agent's aggregate, preliminary first Annual Fixed Fee will become the first Annual Fixed Fee due from and invoiced to Licensee, and that calendar year will be the

"First Annual Royalty Period". If the beginning of the Term does not coincide with the beginning of a calendar year, the Payment Agent will prorate the aggregate, preliminary first Annual Fixed Fee to reflect the remainder of the calendar year in which the Term began, that prorated amount will become the first Annual Fixed Fee due from and invoiced to Licensee, and that calendar year remainder will be the **"First Annual Royalty Period"**. The Payment Agent will notify Microsoft of the first Annual Fixed Fee amount invoiced to Licensee.

(b) For each Royalty Period (calendar year) under the Annual Fixed Fee option, Licensee will report its actual Distribution numbers during that Royalty Period to the Payment Agent per **Section 9** below. Licensee's reported actual Distribution numbers are subject to audit as provided in **Section 3** of the Agreement. In the event of a difference of more than 20% between forecasted and actual Distribution numbers, adjustments will be made as follows: (i) if resulting Royalties are higher than the forecasted Royalties for that Royalty Period, Licensee will pay the difference along with its payment for the next Royalty Period, or (ii) if resulting Royalties are lower than the forecasted Royalties for that Royalty Period, the difference will be credited toward Licensee's payment for the next Royalty Period (or, if there is no such next Royalty Period, refunded to Licensee).

(c) The Annual Fixed Fee for each Royalty Period following the First Annual Royalty Period will be determined by the Payment Agent in accordance with the procedures in **Section 3.2(a)** above, except that it will use Licensee's actual Distribution numbers in lieu of Licensee's forecasted numbers. The Payment Agent will notify Microsoft of each Annual Fixed Fee amount invoiced to Licensee.

4.   Royalties – Multi-Year Fixed Fee.

4.1   Prepaid Royalties. If the Multi-Year Fixed Fee is paid before 45 days from the Effective Date, the Payment Agent will allocate €10,000 of the Multi-Year Fixed Fee toward Prepaid Royalties. If the Multi-Year Fixed Fee has not been paid before 45 days from the Effective Date, Licensee will pay Microsoft a one-time amount of €10,000 in Prepaid Royalties within 45 days of the Effective Date, and after calculating the Multi-Year Fixed Fee amount due from Licensee (per **Section 4.2(a)** below), the Payment Agent will apply the Prepaid Royalties against the Multi-Year Fixed Fee amount due, and issue Licensee an invoice for the Multi-Year Fixed Fee amount due after applying Prepaid Royalties.

4.2   Calculation and Reporting of Multi-Year Fixed Fee Royalties; Other Multi-Year Fixed Fee Option Terms.

(a) To calculate Multi-Year Fixed Fee Royalties:

(i)   Licensee will submit to the Payment Agent Licensee's best, good faith forecast of the total volume of each Product that Licensee will Distribute during the Term (the "**Multi-Year Fixed Fee Term**"), and of any other information, such as Net Revenue per Product, needed by the Payment Agent to determine the Multi-Year Fixed Fee. At Microsoft's request, the Payment Agent will consult third-party experts for a forecast based on industry data. If there is a discrepancy of 10% or more between the Licensee's forecast and the third-party expert forecast, the Payment Agent will advise both Licensee and Microsoft of such discrepancy, and either of them may request the involvement of the Trustee to review the supporting evidence for each forecast and choose the forecast that the Trustee feels is best supported. If there is a discrepancy of less than 10% between the Licensee's forecast and the third-party expert forecast, the Payment Agent will use the lower forecast.

(ii)   The Payment Agent will use the numbers in the forecast established per the preceding paragraph, to apply the calculations set forth in **Section 2.3** above, except on a five-year rather than quarterly basis. The result of those Payment Agent calculations will become the basis of the Multi-Year Fixed Fee, as follows: the Payment Agent will (i) add the results of its calculations for each Product to arrive at an aggregate, preliminary Multi-Year Fixed Fee (the "**Preliminary Multi-Year Fixed Fee**"), and (ii) use a 15% discount rate to calculate the net present value of the Preliminary Multi-Year Fixed Fee for the five-year Multi-Year Fixed Fee Term, based on annual forecasts if established per the preceding paragraph or if not, dividing the aggregate forecast established per the preceding paragraph into five equal parts for each year of the Multi-Year Fixed Fee Term. The result will be the **Multi-Year Fixed Fee** due from and invoiced to Licensee. The Payment Agent will notify Microsoft of the Multi-Year Fixed Fee amount invoiced to Licensee.

(b)   At the end of the five-year Multi-Year Fixed Fee Term, Licensee will report its actual Distribution numbers during that Royalty Period to the Payment Agent per **Section 9** below. Licensee's reported actual Distribution numbers are subject to audit as provided in **Section 3** of the Agreement. In the event of a difference of more than 20% between forecasted and actual Distribution numbers, adjustments will be made as follows: (i) if resulting Royalties are higher than the forecasted Royalties for the Multi-Year Fixed Fee Term, Licensee will pay the difference along with its next Royalty payment, if it elects to continue to Distribute per the next paragraph, or if does not so elect, per usual terms for invoiced amounts or (ii) if resulting Royalties are lower than the forecasted Royalties for the Multi-Year Fixed Fee Term, the difference will be credited toward Licensee's Royalty payment per the next paragraph, or if Licensee does not elect to continue to Distribute, refunded to Licensee.

(c)   If Licensee elects to continue Distribution of Products beyond the five-year Multi-Year Fixed Fee Term, it may choose to do so on (i) a Quarterly Payment After Distribution basis per **Section 2** above, (ii) an Annual Fixed Fee basis per **Section 3** above, or (iii) a Lifetime Fixed Fee buyout per **Section 5(c)** below, and will notify the Payment Agent of such choice in writing at least 90 days prior to the expiration of the Multi-Year Fixed Fee Term.

(d)   Since this Multi-Year Fixed Fee option depends on factors that are particular to the Licensee and its business, Licensee's choice of this Multi-Year Fixed Fee option means this Agreement and Licensee's rights and obligations under the Agreement are personal to Licensee and non-transferable, notwithstanding the provisions of **Section 10.7** of the Agreement.

5.   Royalties – Lifetime Fixed Fee.

5.1   Prepaid Royalties. If the Multi-Year Fixed Fee is paid before 45 days from the Effective Date, the Payment Agent will allocate €10,000 of the Multi-Year Fixed Fee toward Prepaid Royalties. If the Multi-Year Fixed Fee has not been paid before 45 days from the Effective Date, Licensee will pay Microsoft a one-time amount of €10,000 in Prepaid Royalties within 45 days of the Effective Date, and after calculating the Initial Lifetime Option Fixed Fee amount due from Licensee (per **Section 5.2(a)** below), the Payment Agent will apply the Prepaid Royalties against the Initial Lifetime Option Fixed Fee amount due, and issue Licensee an invoice for the Initial Option Fixed Fee amount due after applying Prepaid Royalties.

5.2   Calculation and Reporting of Lifetime Fixed Fee Royalties; Other Lifetime Fixed Fee Option Terms.

(a)   To calculate Lifetime Fixed Fee Royalties for the Term (the "**Initial Lifetime Option Term**"; such Royalties, the "**Initial Lifetime Option Fixed Fee**"):

(i)   Licensee will submit to the Payment Agent Licensee's best, good faith forecast of the total volume of each Product that Licensee will Distribute during the Term, and of any other information, such as Net Revenue per Product, needed by the Payment Agent to determine the Initial Lifetime Option Fixed Fee. At Microsoft's request, the Payment Agent will consult third-party experts for a forecast based on industry data. If there is a discrepancy of 10% or more between the Licensee's forecast and the third-party expert forecast, the Payment Agent will advise both Licensee and Microsoft of such discrepancy, and either of them may request the involvement of the Trustee, to review the supporting evidence for each forecast and choose the forecast that the Trustee feels is best supported. If there is a discrepancy of less than 10% between the Licensee's forecast and the third-party expert forecast, the Payment Agent will use the lower forecast.

(ii)   The Payment Agent will use the numbers in the forecast established per the preceding paragraph, to apply the calculations set forth in **Section 2.3** above, except on a five-year rather than quarterly basis. The result of those Payment Agent calculations will become the basis of the Initial Lifetime Option Fixed Fee, as follows: the Payment Agent will (i) add the results of its calculations for each Product to arrive at an aggregate, preliminary Initial Lifetime Option Fixed Fee (the "**Preliminary Initial Lifetime Option Fixed Fee**"), and (ii) use a 15% discount rate to calculate the net present value of the Preliminary Initial Lifetime Option Fixed Fee for the five-year Initial Lifetime Option Term, based on annual forecasts if established per the preceding paragraph or if not, dividing the aggregate forecast established per the preceding paragraph into five equal parts for each year of the Initial Lifetime Option Term. The result will be the Initial Lifetime Option Fixed Fee due from and invoiced to Licensee. The Payment Agent will notify Microsoft of the Initial Lifetime Option Fixed Fee amount invoiced to Licensee.

(b) At the end of the five-year Initial Lifetime Option Term, Licensee will report its actual Distribution numbers during that Royalty Period to the Payment Agent per **Section 9** below. Licensee's reported actual Distribution numbers are subject to audit as provided in **Section 3** of the Agreement. In the event of a difference of more than 20% between forecasted and actual Distribution numbers, adjustments will be made as follows: (i) if resulting Royalties are higher than the forecasted Royalties for the Initial Lifetime Option Term, Licensee will pay the difference along with the Lifetime Option Buyout Fee, if it elects to continue to Distribute per the next paragraph, or if does not so elect, per usual terms for invoiced amounts or (ii) if resulting Royalties are lower than the forecasted Royalties for the Initial Lifetime Option Term, the difference will be credited toward the Lifetime Option Buyout Fee per the next paragraph, or if Licensee does not elect to continue to Distribute, refunded to Licensee.

(c) If Licensee elects to continue Distribution of Products beyond the five-year Initial Lifetime Option Term, and wishes to "buy out" its Royalties under this Agreement, it will so notify the Payment Agent in writing at least 90 days prior to the expiration of the Initial Lifetime Option Term. In that event, the amount of the Royalty buyout (the "**Lifetime Option Buyout Fee**") will be determined by the Payment Agent as follows: the Payment Agent will (i) assume Distribution by Licensee for an additional five years on the basis of Licensee's actual Distribution numbers during the last year of the Initial Lifetime Option Term, and (ii) apply the procedures in **Section 5.2(a)(ii)** above, except using those actual Distribution numbers in lieu of forecasted numbers. The result will be the Lifetime Option Buyout Fee due from and invoiced to Licensee. The Payment Agent will notify Microsoft of the Lifetime Option Buyout Fee amount invoiced to Licensee.

(d) Since this Lifetime Fixed Fee option depends on factors that are particular to the Licensee and its business, Licensee's choice of this Lifetime Fixed Fee option means this Agreement and Licensee's rights and obligations under the Agreement are personal to Licensee and non-transferable, notwithstanding the provisions of **Section 10.7** of the Agreement.

6.   Royalties – Flexible Income.

6.1   Prepaid Royalties. If Licensee elects to apply the Flexible Income approach described in this Section 6, Licensee will not be obligated to pay Microsoft Prepaid Royalties.

6.2   Calculation of Flexible Income Approach Royalties. If Licensee elects to apply the Flexible Income approach described in this Section 6, Licensee will apply the following process for each Product in order to arrive at the total Royalties owed for that Product ("**Flexible Income Royalties**"):

1. Calculate the Total Cumulative Incremental Revenue and Total Cumulative Incremental Cost for such Product.

2. Calculate the Total Cumulative Incremental Profit for the Product, by subtracting the Total Cumulative Incremental Cost from the Total Cumulative Incremental Revenue.

3. Calculate the Preliminary Total Royalty by multiplying the Total Cumulative Incremental Profit by 25% (Microsoft's portion).

4. Calculate the Preliminary Per Unit Royalty by dividing the Preliminary Total Royalty by the Cumulative Number of Units Sold.

5. Designate the Final Per Unit Royalty as follows:

   (A) If the Preliminary Per Unit Royalty is less than the minimum royalty set forth in Royalty Table B-2, then the Final Per Unit Royalty will be the minimum royalty;

   (B) If the Preliminary Per Unit Royalty is greater than the maximum royalty set forth in Royalty Table B-2, then the Final Per Unit Royalty will be the maximum royalty;

   (C) If the Preliminary Per Unit Royalty is greater than the minimum royalty and less than the maximum royalty, then the Final Per Unit Royalty will be the Preliminary Per Unit Royalty;

6. Calculate the Flexible Income Royalty payment due by:

   (A) Multiplying the Cumulative Number of Units Sold by the Final Per Unit Royalty; and

   (B) Subtracting from that amount any Royalty amounts already paid for that Product.

6.3 <u>Definitions</u>:

(a) The "**Total Cumulative Incremental Revenue**" for a Product equals the current year's Incremental Net Revenue for the Product, plus the previous year's Total Cumulative Incremental Revenue for that Product. Incremental Net Revenue may be defined by Licensee in its reasonable discretion, using the Net Revenue from the Product as a starting point and including a reasonable adjustment for sales of units of Products that Licensee believes in good faith would have been made without including the Licensed Server Implementation(s) in such Product.

(b) The "**Total Cumulative Incremental Cost**" for a Product equals the current year's Incremental Costs plus the previous year's Total Cumulative Incremental Cost.

(c) "**Incremental Costs**" consist of the cost of goods sold for the Product (including materials, labour, and direct costs), costs that are related directly to selling and marketing the Product, incremental research and development costs relating to the Product, and any other reasonable costs related to that Product identified by Licensee.

(d) The "**Cumulative Number of Units Sold**" equals the current year's number of units of the Product sold plus the past year's Cumulative Number of Units Sold.

7. <u>Royalties – Small Scale</u>. To qualify as a "Small Scale Product," a Product must be an Embedded Product that has a maximum power supply of 300 watts.

8. <u>Distribution Clarification</u>. Locked Copies are "Distributed" in the Royalty Period in which Company or a Channel Entity first makes available to an End User an authorized digital license key associated with such previously Locked Copy.

9. <u>Royalty Reports and Product Information</u>. Licensee will furnish Royalty reports as described in this **Section 9** ("**Royalty Reports**") to the Payment Agent within 45 days of the end of each Royalty Period, regardless of whether any Products were Distributed in that Royalty Period. Licensee will furnish Royalty Reports starting with the first calendar quarter that Licensee first Distributes any Product, pursuant to the submission procedures described in **Section 4.2** of the main portion of this Agreement. For each Royalty Period, the Payment Agent will send Microsoft a report identifying the Licensee by name and the total amount of Royalties paid. Royalty Reports will include: (i) Licensee's DUNS # for tracking purposes, (ii) a complete list of the Products Distributed during the Royalty Period just ended, including the release date of each Product, (iii) the Licensee Brand under which each Product is Distributed, and (iv) all other information relevant to determining the applicable Royalty per this **Exhibit**. For purposes of clarification, if Licensee pays Royalties under the Flexible Income Approach described in **Section 6**, Licensee will not be required to submit information on its costs or revenues for Products. Royalty Reports will be submitted by Licensee using the most recent order entry tool or report form provided by Microsoft and/or its Payment Agent, in accordance with then-current procedures for such tool or form (form available upon request to emergar@microsoft.com or other address that may be identified by Microsoft from time to time).

10. <u>Currency Conversion</u>. If Licensee receives any amounts that are part of Net Revenues, or makes forecasts or payments, in a currency other than Euros, Royalties will be calculated as if such receipts or payments were converted to Euros (a) at the end of the Royalty Period in which the amounts were received or (b) on the date of the relevant forecast or payment by Licensee. Licensee (or the Payment Agent, as applicable) will calculate such conversion using the appropriate currency exchange rate quoted in the *Wall Street Journal* as of 3 pm EST for currency trading among banks in amounts of €1,000,000 or more on (i) the last day of the applicable Royalty Period or (b) the date of the relevant forecast or payment by Licensee, as applicable.

11. <u>Defined Terms</u>. All capitalized terms not defined in this **Exhibit B** will have the respective meanings assigned to them in the Agreement.

11.1   "**Affiliate**" means any person or entity owned or controlled directly or indirectly by Licensee or any other person or entity controlled by, controlling, or under common control with Licensee, and "**control**" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership, voting securities, beneficial interests, by contract, by agreement or otherwise.

11.2   "**Authorized Server**" means each Server on which the EULA for the applicable Product authorizes a Copy of that Product to run.

11.3   "**Copy**" of a Product means each individual copy of such Product, including without limitation all copies that an End User is authorized to make under the terms of the EULA for such Product.

11.4   "**EEA**" means the European Economic Area that includes the countries of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, United Kingdom and additional countries added to the European Economic Area during the Term of this Agreement.

11.5   "**Evaluation Version**" means a copy of a Licensed Server Implementation that Licensee licenses only for testing and evaluation purposes and only for a reasonable and limited period of time that is no greater than the evaluation or testing period permitted for any similar software made available by Licensee.

11.6   **"Locked"** means that a software product that (a) has been secured using a commercially reasonable form of anti-piracy activation technology so that it cannot be used or installed by an End User without the use of an associated authorized digital license key, and (b) is Distributed under a EULA that permits initial use or installation of the software product only by means of a digital license key that the licensor has expressly authorized for use with such software product.

11.7   "**Qualifying Credits**" means (a) freight, postage, insurance and shipping and handling expenses applicable to a Product (but only, in each instance, if separately priced and identified in the applicable invoices or other agreements); (b) credits, rebates or refunds actually allowed for returns or recalls of the applicable Product; and (c) sales, value-added, excise taxes, tariffs and duties, and other taxes directly related to the sale, lease, licensing or other grant of rights in such Product, to the extent that the items described in (a), (b) and (c) are included in the gross invoice price and actually received by Licensee. Qualifying Credits do not include taxes assessed against the income derived from such sale, lease or licensing or other grant of rights or against business operations of Licensee or its Affiliates.

11.8   **"Prepaid Royalties"** means a one-time amount of €10,000.

11.9   **"Quarter(ly)"** refers to calendar quarters.

11.10 **"Royalties"** means the royalties calculated in accordance with this **Exhibit B** that accrue under this Agreement.

11.11 **"Royalty Period"** means: (a) with respect to Quarterly Royalties Paid After Distribution, each calendar quarter; (b) with respect to Annual Fixed Fee Royalties, the First Annual Royalty Period, and thereafter, each calendar year; (c) with respect to Multi-Year Fixed Fee Royalties, the Multi-Year Fixed Fee Term; (d) with respect to Lifetime Fixed Fee Royalties, the Initial Lifetime Option Term; and (e) with respect to Flexible Income Royalties, each calendar year.

11.12 "**Royalty Rate**" is the royalty rate for each Product as determined by reference to the Royalty Rate Table in **Table B-2** above for such Product and all Licensed Server Implementations included in such Product.

11.13 "**Server**" means a computer capable of running Server Software. In cases where a single physical computer is configured to concurrently run multiple instances of Server Software (e.g. virtual servers), each such instance is also a Server.

APPENDIX 1
WSPP Pricing Principles, Scenarios Royalty Table, and Available Protocols

This Appendix includes the Pricing Principles supporting development of Royalties (if any) under this Agreement, the Royalty Table covering specific pre-defined Scenarios, and a list and description of all protocols currently available for licensing. Microsoft also will discuss with potential licensees the possibility of adding incremental technology or intellectual property rights to those within the WSPP, on commercially reasonable license terms outside of WSPP.

Pricing Principles

Microsoft believes that, with the licensing program it has established and the additional flexibility it is prepared to offer, it will be able to reach an appropriate license with any undertaking that has a good-faith interest in taking a license in accordance with the Decision. However, in the event that Microsoft and a potential licensee are unable to achieve agreement on pricing after good faith efforts, Microsoft is willing to submit the matter for review by the Trustee. In addressing the matter in question, the Trustee shall utilize the following framework for determining appropriate pricing:

The remuneration proposed and/or established by Microsoft is appropriate if it:

     i.   enables implementation of the protocols by a licensee in a commercially practicable manner; *and*
    ii.   reflects value conferred upon a licensee to the exclusion of the strategic value stemming from Microsoft's market power in the client PC operating system market or in the work group server operating system market.

The Trustee should recognize that the effectiveness of the Decision in accordance with Article 82 may be hampered if royalties are excessive. In this regard, the Trustee should consider as a cap on the appropriate royalty level the likely non-strategic incremental income to the licensee that will result from implementation of the specifications.

With regard to part (ii), the Trustee shall consider, in particular:
– whether the protocols described in the specifications are Microsoft's own creations (as opposed to Microsoft's implementation of a publicly available standard, such as IETF RFCs, W3C standards or other comparables);
– whether these creations by Microsoft constitute innovation; and,
– a market valuation of technologies deemed comparable, excluding the strategic value that stems from the dominance of any such technologies.

The Trustee may consider other factors that he or she deems appropriate and which are consistent with the Decision, as confirmed by the Commission, drawing upon standard valuation techniques.

Additional information with respect to Microsoft's commitment on licensing and pricing scenarios is provided below.

WSPP Protocols

The WSPP Protocols are the versions of the protocols implemented in Windows Server Operating Systems and used to provide File and Print Server or User and Group Administration Server services (as the case may be) in accordance with this Agreement**,** to a Windows Client Operating System or Windows Server Operating System running on another computer in a Windows Work Group Network, or to obtain such services from a Windows Server Operating System running on another computer in a Windows Work Group Network.

The WSPP Protocol Documentation is available at http://msdn.microsoft.com/en-us/library/gg285297.aspx or successor site. The WSPP Protocols are grouped by functionality based upon Microsoft's

implementations of them. Other reasonable functional categories may be developed at the request of Licensee**.**

The WSPP Protocols are grouped (and the relevant patents may be licensed) in three basic ways:

1. All WSPP Protocols

2. WSPP Protocols for a specific task: A task is a collection of protocols used to implement a specific but fairly broad system function. There are three tasks that are part of WSPP. Each task may be licensed individually and includes protocols from all the protocol groups under it.

> I.   File/Print
> II.   User and Group Administration
> III.   Networking Transport

3. WSPP Protocols for a defined Scenario: A Scenario is a more limited set of functions that is part of a specific task. The Scenarios that may be licensed individually are as follows:

a.   **File/Print**
   i.   Base File Services
   ii.   Distributed File System (DFS) + File Replication Service (FRS)
   iii.   Print Remote Procedure Call
   iv.   Internet File Print
   v.   Advanced File Services

b.   **User and Group Administration**
   i.   Base Authentication and Authorization
   ii.   Domain Services Interaction
   iii.   Multi-Factor Authentication & Certificate Services
   iv.   Group Policy
   v.   Systems and System Health Management
   vi.   Directory & Global Catalog Replication
   vii.   Kerberos Group Membership
   viii.   Windows Remote Registry Services
   ix.   Windows Event Logging
   x.   Network Time Services
   xi.   Network Connection Management
   xii.   Remote Procedure Calls
   xiii.   Network Access Protection
   xiv.   Rights Management

c.   **All Client-Server Protocols**

d.   **Networking Transport**

e.   **One-time Flat Fee Protocols**

The royalties applicable to each Scenario are listed in **Tables A-1 and A-2**. The Scenario royalties represent a discounted amount from the aggregated royalties (if licensed individually) for all WSPP Protocols included in the relevant Scenario.

Table A-1

Royalty Table – Differential Pricing

If Licensee elects to use the pricing set forth in this Table A-1, the pricing given in the "EEA Pricing" table below applies with respect to Distribution within the EEA.

The Royalty rate set forth below is current as of the revision date set forth in the footer to this Agreement. Microsoft may change the Royalty Rate when new versions of Windows Client or Windows Server are released provided, however, that Microsoft provides such changes by no later than 15 days before Commercial Release of such new version. For purposes of the forgoing, "Commercial Release" means the date production is authorized for the manufacture of copies of software for commercial availability.

EEA Pricing

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
I. File/ Print	CIFS	Royalty-Free 7 (6) US 3 (2) EP		
	Base File Services	$0.20 17(12) US 4(5)EU	$0.20	$0.20
	DFS (Distributed File System) + FRS (File Replication Service	0.10% 6(1) US 2(1) EU	$0.52	$12.29
	Print RPC	$0.23 6 US	$0.23	$0.23
	Internet File and Print	$0.20 1 US	$0.20	$0.20
	Advanced File Services	0.10% 38(31) US 7(20) EU	$0.90	$21.07
	All File/Print Protocol Groups	0.12% 53(32) US 9(21) EU	$1.10	$25.89
II. UGA	Base Authentication & Authorization	$0.73 14(4) US 2(2) EU	$0.73	$0.73
	Domain Services Interaction	$0.73 19(6)US 1(1) EU	$0.73	$0.73
	Multi-Factor Authentication & Certificate Services	0.10% 2 US 0(1) EU	$0.23	$3.70
	Group Policy	0.10% 6(1) US 1 EU	$0.23	$3.70
	Systems and Systems Health Management	0.10% 6(3) US (2) EU	$0.23	$3.70

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
	Directory & Global Catalog Replication	0.19% 31(4) US 1(1) EU	$1.51	$24.04
	Kerberos Group Member-ship Protocols	Royalty-Free 5(1) US 3(1) EU		
	Window Remote Registry Services	Royalty-Free 2 US		
	Windows Event Logging	Royalty-Free 1 US (1) EU		
	Network Time Services	Royalty-Free 2(1) US		
	Network Connection Mgmt	Royalty-Free		
	Remote Procedure Calls	Royalty-Free 3 US		
	Network Access Protection	0.12%**	$0.93**	$14.79**
	Rights Management	0.12% 6(3) US 3(2) EU	$0.93	$14.79
	All UG&A Protocol Groups	0.22% 67(14) US 8(8) EU	$1.75	$27.74
III. All Client-Server Protocols		0.15%	$0.87	$16.31
IV. Networking Transport		$0.20 22(10) US 2(10) EU	$0.20	$0.20
Combined File, Print, U&GA and Networking		0.25%	$1.49	$27.72

*Patents and patent applications may be added or removed based on changes in Microsoft's patent portfolio.
** Royalties for this task are waived at this time as there are currently no patents or pending patent applications covering the applicableWSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

One-time Flat Fee Royalty Rates

FLAT FEE RATE	Protocol	Licensed Protocol Documentation	Royalty Rate
UNIFORM	CIFS Browser Protocol	[MS-BRWSA]: Common Internet File System (CIFS) Browser Auxiliary Protocol Specification	**$210***
	Directory Services Setup Remote Protocol	[MS-DSSP]: Directory Services Setup Remote Protocol Specification	**$210***
	Disk Management Remote Protocol	[MS-DMRP]: Disk Management Remote Protocol Specification	**$210***
	Extensible Authentication Protocol Method for Microsoft Challenge	[MS-CHAP]: Extensible Authentication Protocol Method for Microsoft Challenge Handshake Authentication Protocol (CHAP) Specification	**$210***
	Network Time Protocol (NTP) Authentication Extensions	[MS-SNTP]: Network Time Protocol (NTP) Authentication Extensions	**$210**
	Server Service Remote Protocol	[MS-SRVS]: Server Service Remote Protocol Specification	**$210***
	SMTP Replication Protocol Extensions	[MS-SRPL]: Directory Replication Service (DRS) Protocol Extensions for SMTP	**$210***
	User Name Mapping (UNM) Protocol	[MS-UNMP]: User Name Mapping Protocol Specification	**$210***
	W32Time Remote Protocol	[MS-W32T]: W32Time Remote Protocol Specification	**$210***
	Windows Management Instrumentation (WMI) Remote Protocol	[MS-WMI]: Windows Management Instrumentation Remote Protocol Specification [MS-WMIO]: Windows Management Instrumentation Encoding Version 1.0 Protocol Specification	**$210***
VARIABLE	Microsoft Content Indexing Services Protocol	[MS-MCIS]: Content Indexing Services Protocol Specification	**$1050***
	Local Security Authority (Translation Methods) Remote Protocol	[MS-LSAT]: Local Security Authority (Translation Methods) Remote Protocol Specification	**$1050***
	Security Account Manager Remote Protocol	[MS-SAMR]: Security Account Manager (SAM) Remote Protocol Specification (Client-to-Server)	**$2100***
	Security Account Manager Remote Protocol (Server-to-Server)	[MS-SAMS] Security Account Manager (SAM) Remote Protocol (Server-to-Server)	**$2100**
	Workstation Service Remote Protocol	[MS-WKST]: Workstation Service Remote Protocol Specification	**$1050***
	Messenger Service Messaging Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**$420***
	Messenger Service Name Management Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**Included in above***
	Distributed Component Object Model (DCOM) Remote Protocols	[MS-DCOM] Distributed Component Object Model (DCOM) Remote Protocol	**$4200**
	Remote Data Services (RDS) Transport Protocol	[MS-ADTG] Remote Data Services (RDS) Transport Protocol	**$3360**
	Server Message Block Protocol**	[MS-SMB] Server Message Block (SMB) Protocol [MS-FSCC] File System Control Codes	**$2100**

*Royalties for these Protocols are waived at this time as there are currently no patents or pending patent applications covering the applicableWSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

In order to qualify for this Royalty Rate, an Implementation must meet the criteria described in **Section 7 of **Exhibit B**.

If Licensee elects to use the pricing set forth in this Table A-1, the pricing given in the "Non-EEA Pricing" table below applies with respect to Distribution outside of the EEA.

The Royalty rate set forth below is current as of the revision date set forth in the footer to this Agreement. Microsoft may change the Royalty Rate when new versions of Windows Client or Windows Server are released provided, however, that Microsoft provides such changes by no later than 15 days before Commercial Release of such new version. For purposes of the forgoing, "Commercial Release" means the date production is authorized for the manufacture of copies of software for commercial availability.

Non-EEA Pricing

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
I. **File/ Print**	CIFS	Royalty-Free 7(6) US 3(2) EP		
	Base File Services	$2.18 17(12) US 4(5)EU	$2.18	$2.18
	DFS (Distributed File System) + FRS (File Replication Service	0.91% 6(1) US 2(1) EU	$8.19	$192.01
	Print RPC	$3.64 6 US	$3.64	$3.64
	Internet File and Print	$2.18 1 US	$2.18	$2.18
	Advanced File Services	1.56% 38(31) US 7(20) EU	$14.04	$329.16
	All File/Print Protocol Groups	1.92% 53(32) US 9(21) EU	$17.26	$404.59
II. **UGA**	Base Authentication & Authorization	$11.38 14(4) US 2(2) EU	$11.38	$11.38
	Domain Services Interaction	$11.38 19(6) US 1(1) EU	$11.38	$11.38
	Multi-Factor Authentication & Certificate Services	0.46% 2 US (1) EU	$3.64	$57.79
	Group Policy	0.46% 6(1) US 1 EU	$3.64	$57.79
	Systems and Systems Health Management	0.46% 6(3) US (2) EU	$3.64	$57.79

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
	Directory & Global Catalog Replication	2.96% 31(4) US 1(1) EU	$23.66	$375.60
	Kerberos Group Member-ship Protocols	Royalty-Free 5(1) US 3(1) EU		
	Window Remote Registry Services	Royalty-Free 2 US		
	Windows Event Logging	Royalty-Free 1 US (1) EU		
	Network Time Services	Royalty-Free 2(1) US		
	Network Connection Mgmt	Royalty-Free		
	Remote Procedure Calls	Royalty-Free 3 US		
	Network Access Protection	1.82%**	$14.56**	$231.14**
	Rights Management	1.82% 6(3) US 3(2) EU	$14.56	$231.14
	All UG&A Protocol Groups	3.41% 67(14) US 8(8) EU	$27.30	$433.39
III. All Client-Server Protocols		2.28%	$13.65	$254.80
IV. Networking Transport		$1.82 22(10) US 2(10) EU	$1.82	$1.82
Combined File, Print, U&GA and Networking		3.87%	$23.21	$433.16

*Patents and patent applications may be added or removed based on changes in Microsoft's patent portfolio.

**Royalties for these tasks are waived at this time as there are currently no patents or pending patent applications covering the applicable WSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

One-time Flat Fee Royalty Rates

FLAT FEE RATE	Protocol	Licensed Protocol Documentation	Royalty Rate
UNIFORM	CIFS Browser Protocol	[MS-BRWSA]: Common Internet File System (CIFS) Browser Auxiliary Protocol Specification	**$3250***
	Directory Services Setup Remote Protocol	[MS-DSSP]: Directory Services Setup Remote Protocol Specification	**$3250***
	Disk Management Remote Protocol	[MS-DMRP]: Disk Management Remote Protocol Specification	**$3250***
	Extensible Authentication Protocol Method for Microsoft Challenge	[MS-CHAP]: Extensible Authentication Protocol Method for Microsoft Challenge Handshake Authentication Protocol (CHAP) Specification	**$3250***
	Network Time Protocol (NTP) Authentication Extensions	[MS-SNTP]: Network Time Protocol (NTP) Authentication Extensions	**$3250**
	Server Service Remote Protocol	[MS-SRVS]: Server Service Remote Protocol Specification	**$3250***
	SMTP Replication Protocol Extensions	[MS-SRPL]: Directory Replication Service (DRS) Protocol Extensions for SMTP	**$3250***
	User Name Mapping (UNM) Protocol	[MS-UNMP]: User Name Mapping Protocol Specification	**$3250***
	W32Time Remote Protocol	[MS-W32T]: W32Time Remote Protocol Specification	**$3250***
	Windows Management Instrumentation (WMI) Remote Protocol	[MS-WMI]: Windows Management Instrumentation Remote Protocol Specification [MS-WMIO]: Windows Management Instrumentation Encoding Version 1.0 Protocol Specification	**$3250***
VARIABLE	Microsoft Content Indexing Services Protocol	[MS-MCIS]: Content Indexing Services Protocol Specification	**$16,250***
	Local Security Authority (Translation Methods) Remote Protocol	[MS-LSAT]: Local Security Authority (Translation Methods) Remote Protocol Specification	**$16,250***
	Security Account Manager Remote Protocol	[MS-SAMR]: Security Account Manager (SAM) Remote Protocol Specification (Client-to-Server)	**$32,500***
	Security Account Manager Remote Protocol (Server-to-Server)	[MS-SAMS] Security Account Manager (SAM) Remote Protocol (Server-to-Server)	**$32,500**
	Workstation Service Remote Protocol	[MS-WKST]: Workstation Service Remote Protocol Specification	**$16,250***
	Messenger Service Messaging Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**$6500***
	Messenger Service Name Management Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**Included in above***
	Distributed Component Object Model (DCOM) Remote Protocols	[MS-DCOM] Distributed Component Object Model (DCOM) Remote Protocol	**$65,000**
	Remote Data Services (RDS) Transport Protocol	[MS-ADTG] Remote Data Services (RDS) Transport Protocol	**$52,000**
	Server Message Block Protocol**	[MS-SMB] Server Message Block (SMB) Protocol [MS-FSCC] File System Control Codes	**$32,500**

* Royalties for these Protocols are waived at this time as there are currently no patents or pending patent applications covering the applicableWSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

** In order to qualify for this Royalty Rate, an Implementation must meet the criteria described in **Section 7** of **Exhibit B**.

Table A-2

Royalty Table – Uniform Worldwide Pricing

If Licensee elects to use the pricing set forth in this Table A-2, the pricing given in the "Worldwide Uniform Pricing" table below applies on a worldwide basis.

The Royalty rate set forth below is current as of the revision date set forth in the footer to this Agreement. Microsoft may change the Royalty Rate when new versions of Windows Client or Windows Server are released provided, however, that Microsoft provides such changes by no later than 15 days before Commercial Release of such new version. For purposes of the forgoing, "Commercial Release" means the date production is authorized for the manufacture of copies of software for commercial availability.

Worldwide Pricing

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
I. **File/ Print**	CIFS	Royalty-Free 7(6) US 3(2) EP		
	Base File Services	$0.35 17(12) US 4(5)EU	$0.35	$0.35
	DFS (Distributed File System) + FRS (File Replication Service	0.10% 6(1)US 2(1) EU	$0.85	$19.85
	Print RPC	$0. 35 6 US	$0.35	$0.35
	Internet Print	$0. 35 1 US	$0.35	$0.35
	Advanced File Services	0.16% 38(31) US 7(20) EU	$2.23	$34.02
	All File/Print Protocol Groups	0.20% 3(32) US 9(21) EU	$2.74	$41.82
II. **UGA**	Base Authentication & Authorization	$1.18 14(4) US 2(2) EU	$1.18	$1.18
	Domain Services Interaction	$1.18 19(6)US 1(1) EU	$1.18	$1.18
	Multi-Factor Authentication & Certificate Services	0.10% 2 US (1) EU	$0.38	$5.97
	Group Policy	0.10% 6(1) US 1 EU	$0.38	$5.97

Task	Scenario	Price (%or per server) No. of patents covered*	Minimum (per server)	Maximum (per server)
	Systems and Systems Health Management	0.10% 6(3) US (2) EU	$0.38	$5.97
	Directory & Global Catalog Replication	0.30% 31(4) US 1 (1) EU	$2.45	$38.82
	Kerberos Group Membership Protocols	Royalty-Free 5(1) US 3(1) EU		
	Window Remote Registry Services	Royalty-Free 2 US		
	Windows Event Logging	Royalty-Free 1 US (1) EU		
	Network Time Services	Royalty-Free 2(1) US		
	Network Connection Mgmt	Royalty-Free		
	Remote Procedure Calls	Royalty-Free 3 US		
	Network Access Protection	0.19%**	$1.50**	$23.89**
	Rights Management	0.19% 6(3) US 3(2) EU	$1.50	$23.89
	All UG&A Protocol Groups	0.35% 67(14) US 8(8) EU	$2.82	$44.79
III. All Client-Server Protocols		0.24%	$1.41	$26.34
IV. Networking Transport		$0. 35 22(10) US 2(10) EU	$0.35	$0.35
Combined File Print, U&GA and Networking		0.40%	$2.40	$44.77

*Patents and patent applications may be added or removed based on changes in Microsoft's patent portfolio.

**Royalties for these tasks are waived at this time as there are currently no patents or pending patent applications covering the applicableWSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

One-time Flat Fee Royalty Rates

FLAT FEE RATE	Protocol	Licensed Protocol Documentation	Royalty Rate
UNIFORM	CIFS Browser Protocol	[MS-BRWSA]: Common Internet File System (CIFS) Browser Auxiliary Protocol Specification	**$336***
	Directory Services Setup Remote Protocol	[MS-DSSP]: Directory Services Setup Remote Protocol Specification	**$336***
	Disk Management Remote Protocol	[MS-DMRP]: Disk Management Remote Protocol Specification	**$336***
	Extensible Authentication Protocol Method for Microsoft Challenge	[MS-CHAP]: Extensible Authentication Protocol Method for Microsoft Challenge Handshake Authentication Protocol (CHAP) Specification	**$336***
	Network Time Protocol (NTP) Authentication Extensions	[MS-SNTP]: Network Time Protocol (NTP) Authentication Extensions	**$336**
	Server Service Remote Protocol	[MS-SRVS]: Server Service Remote Protocol Specification	**$336***
	SMTP Replication Protocol Extensions	[MS-SRPL]: Directory Replication Service (DRS) Protocol Extensions for SMTP	**$336***
	User Name Mapping (UNM) Protocol	[MS-UNMP]: User Name Mapping Protocol Specification	**$336***
	W32Time Remote Protocol	[MS-W32T]: W32Time Remote Protocol Specification	**$336***
	Windows Management Instrumentation (WMI) Remote Protocol	[MS-WMI]: Windows Management Instrumentation Remote Protocol Specification [MS-WMIO]: Windows Management Instrumentation Encoding Version 1.0 Protocol Specification	**$336***
VARIABLE	Microsoft Content Indexing Services Protocol	[MS-MCIS]: Content Indexing Services Protocol Specification	**$1,680***
	Local Security Authority (Translation Methods) Remote Protocol	[MS-LSAT]: Local Security Authority (Translation Methods) Remote Protocol Specification	**$1,680***
	Security Account Manager Remote Protocol	[MS-SAMR]: Security Account Manager (SAM) Remote Protocol Specification (Client-to-Server)	**$3,359***
	Security Account Manager Remote Protocol (Server-to-Server)	[MS-SAMS] Security Account Manager (SAM) Remote Protocol (Server-to-Server)	**$3,359**
	Workstation Service Remote Protocol	[MS-WKST]: Workstation Service Remote Protocol Specification	**$1,680***
	Messenger Service Messaging Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**$672***
	Messenger Service Name Management Protocol	[MS-MSRP]: Messenger Service Remote Protocol Specification	**Included in above***
	Distributed Component Object Model (DCOM) Remote Protocols	[MS-DCOM] Distributed Component Object Model (DCOM) Remote Protocol	**$6,718**
	Remote Data Services (RDS) Transport Protocol	[MS-ADTG] Remote Data Services (RDS) Transport Protocol	**$5,375**
	Server Message Block Protocol**	[MS-SMB] Server Message Block (SMB) Protocol [MS-FSCC] File System Control Codes	**$3,359**

*Royalties for these Protocols are waived at this time as there are currently no patents or pending patent applications covering the applicable WSPP Protocol Documentation. Royalties may be reinstated at a later date as any applicable WSPP Protocol Documentation is updated.

In order to qualify for this Royalty Rate, an Implementation must meet the criteria described in **Section 7 of **Exhibit B**.

APPENDIX 2

Third Party IP Claims
(as of the Effective Date)

Microsoft has received a Third Party IP Claim (as defined in this Agreement) with respect to the protocols listed below. This notice does not constitute an admission by Microsoft that such Third Party IP Claim has any merit.

The following protocols are the subject of a Third Party IP Claim under the following patents:

 U.S. Patent Nos. 7,188,180, 6,502,135, 6,757,717 and/or 6,839,759.

Protocol Name
Group Policy: IP Security (IPSec) Protocol Extension
Peer Name Resolution Protocol (PNRP) Version 4.0
Remote Procedure Call (RPC) over HTTP Protocol
Peer-to-Peer Grouping Security Protocol
Peer-to-Peer Graphing Protocol
Remote Differential Compression (RDC) Algorithm