

# **Exhibit 34**

**MICROSOFT OEM LICENSE AGREEMENT**  
#5717-4053 dated February 1, 1994  
with MICRON COMPUTER, INC., a corporation of Idaho.

**SIGNED COPY**

This License Agreement ("Agreement") is made and entered into as of the date first set forth above ("Effective Date"), by and between MICROSOFT CORPORATION, a Washington, U.S.A. corporation, ("MS"), and the company specified above ("MICRON").

**1. DEFINITIONS.**

(a) "Associated Product Materials" or "APM" shall mean a certificate of authenticity, an end user license agreement, a MS product registration card, and/or other materials designated by MS from time to time which MICRON may acquire from an Authorized Replicator.

(b) "Authorized Distributor" shall mean a third party approved by MS from which MICRON may acquire Product in MS Easy Distribution package form ("MED Product"). MS shall provide MICRON with a list of Authorized Distributors and shall notify MICRON from time to time of changes to this list.

(c) "Authorized Replicator" shall mean a third party approved by MS from which MICRON may acquire Product reproduced by the Authorized Replicator in accordance with MS specifications ("Authorized Replication Product"). MS shall provide MICRON with a list of Authorized Replicators and shall notify MICRON from time to time of changes to this list.

(d) "MICRON Subsidiary" shall mean a company listed in Exhibit X, in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is directly owned by MICRON, but only so long as such ownership exists.

(e) "Customer System" shall mean the single user computer system product(s) described in the Exhibit(s) C.

(f) "OEM Replication Product" shall mean Product which is identified as such in the applicable Exhibit C.

(g) "Product" shall mean the copyrighted and/or patented MS product(s) (including, where applicable, Product software in object code form, Product documentation, APM, and Product hardware) identified in the attached Exhibit(s) C as OEM Replication Product, MED Product, and/or Authorized Replication Product. Only those Product(s) for which royalty rate(s) and Customer System(s) are specified in the applicable Exhibit C are licensed under this Agreement.

(h) "Product Release" shall mean a release of Product which MS designates as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx].

(i) "Update Release" shall mean a release of Product which MS designates as a change in the digit(s) to the right of the tenths digit in the Product version number [x.x(x)].

(j) "Version Release" shall mean a release of Product which MS designates as a change in the tenths digit in the Product version number [x.(x)x].

**2. LICENSE GRANT.**

(a) MS grants to MICRON the non-exclusive, worldwide license rights to: (i) install no more than one (1) copy of Product software on each Customer System hard disk or ROM ("Preinstalled Product Software"); and (ii) directly or indirectly distribute to end users (in 11/01/93 31790005.DOC

addition to Preinstalled Product Software) no more than one (1) copy each of Product software and Product documentation with each Customer System. Except as necessary to install Product software, MICRON may not reproduce MED Product or Authorized Replication Product. MICRON may supplement but shall not modify or translate Product documentation.

(b) With respect solely to OEM Replication Product, MS grants MICRON the additional rights to: (i) reproduce Product software in object code form in accordance with MS specifications contained in the Product Deliverables (as defined below); (ii) adapt Product software as necessary to enable it to execute on MICRON's Customer Systems; (iii) reproduce, and distribute the Product documentation as a component of Product; and (iv) use and reproduce Product names and Product trademarks on Product packaging, labels, and documentation in accordance with MS specifications. MICRON shall deliver to MS, in source and object code form, any "adaptation code" it writes to enable the Product to execute on MICRON's Customer Systems, and MICRON hereby grants to MS a non-exclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting MICRON.

(c) MICRON may grant to MICRON Subsidiaries the foregoing rights subject to the terms and conditions set forth in this Agreement. MICRON hereby guarantees each of its MICRON Subsidiaries' compliance with the terms and conditions of this Agreement. At least thirty (30) days prior to exercising any license rights under this Agreement, each MICRON Subsidiary shall execute and deliver to MS the MICRON Subsidiary Agreement in the form indicated in Exhibit X.

(d) MICRON acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill MICRON's orders if MICRON fails to comply with any provision of this Agreement or if Product licensed to MICRON is available other than inside Customer System package.

(e) If MICRON elects not to distribute Product documentation with any Customer Systems distributed with Product software, it shall (i) include with each such Customer System an APM packet and (ii) make Product documentation available to end users as a mail order fulfillment item directly from MICRON. Product documentation shall not be available through any other MICRON distribution channel.

(f) MICRON's license shall extend to Update Releases and Version Releases. MS may increase royalties for new Version Releases subject to the following maximum amount: Maximum royalty =  $R + (R \cdot N \cdot 1.5\%)$ , where R is the initial royalty and N is the number of months that have elapsed from the Effective Date until MS delivers the new Version Release. MICRON's license shall not extend to Product Releases.

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

(h) MS may change type of Product (Authorized Replication, OEM Replication, or MED) licensed to MICRON under this Agreement upon ninety (90) days written notice to MICRON

**MICROSOFT LICENSE NO.**

02/03/94 40060013.DOC

5717-4053

MS-PCA 1203091  
HIGHLY CONFIDENTIAL

(1) MS reserves all rights not expressly granted including, without limitation, translation rights and rights to source code.

### 3. PAYMENT AND REPORTING.

(a) MICRON agrees to pay MS the royalties in Exhibit(s) C. Royalties exclude any charges by the Authorized Distributor or Authorized Replicator, as applicable, for units of Product or APM ordered by MICRON. Royalties also exclude any taxes, duties, fees, excises or tariffs imposed on any of MICRON's or MICRON's Subsidiaries' activities in connection with this Agreement. Such charges, if any, shall be paid by MICRON.

(b) MICRON further agrees to pay MS the minimum commitment payments in Exhibits B1. To the extent that royalties exceed the cumulative minimum commitment payments, MICRON shall pay MS for royalties. To the extent that cumulative minimum commitment payments exceed royalties, such excess shall be known as prepaid royalties and shall be recoupable against future royalties only during the Initial Term (as defined in Section 9) of this Agreement and only for the Product(s) licensed herein. Prepaid royalties are not recoupable against payments made to Authorized Distributor and/or Authorized Replicator. Once MICRON has accepted any release of Product pursuant to Section 4, minimum commitment payments are not refundable.

(c) In the event income taxes are required to be withheld by any non-U.S.A. government on payments required hereunder, MICRON may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority. MICRON shall promptly deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S.A. Foreign Tax Credit. MICRON will make certain that any taxes withheld are minimized to the extent permitted by the applicable law.

(d) MICRON agrees to make consolidated (i.e., on behalf of MICRON and MICRON Subsidiaries) monthly royalty reports and payments to MS as specified in Exhibit N within thirty (30) days after the end of each month, and thirty (30) days after termination or expiration for the final full or partial month. MICRON's report shall be signed by a duly authorized representative of MICRON. MICRON shall make such reports even if no royalties are due for such month. MICRON shall use the royalty report form attached as Exhibit R or other form as MS may provide from time to time and shall specify royalties for each Product and language version described in Exhibit(s) C. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for Product software (i) used by MICRON solely for testing systems; (ii) shipped to replace defective copies; (iii) used for demonstrations to prospective customers if clearly marked "For Demonstration Purposes Only" and not to exceed one hundred (100) copies per Product.

(f) MICRON shall provide MS with a copy of its U.S.A. state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

### 4. DELIVERY AND LIMITED WARRANTY

(a) For each Product licensed hereunder, MS shall deliver to MICRON (i) an OEM Distribution Kit, consisting of Product software in object code form and installation utilities, if applicable, (ii) a single copy of Product documentation; and (iii) any other deliverables

identified in Exhibit C for the Product (collectively "Product Deliverables").

(b) MS warrants that the Product software conforms to the specifications contained in the Product documentation.

(i) If the Product software fails to conform to such specifications, then within thirty (30) days after MS' delivery to MICRON of Product Deliverables for each release of Product licensed hereunder, MICRON may report such deviations to MS in writing. If MICRON reports any deviations from Product specifications prior to acceptance, then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to MICRON, MICRON shall have thirty (30) days in which to reject the Product software for failure to meet specifications.

(ii) If MICRON does not report deviations from Product software specifications within the applicable thirty (30) day period described in Section 4(b)(i) above, or if MICRON distributes the Product to a customer for revenue, MICRON shall be deemed to have accepted the Product. If MS fails to correct deviations from specifications prior to acceptance, then as MICRON's sole remedy MICRON may terminate this Agreement with respect to such release of Product.

(c) MS shall have no liability for failure to deliver Product by any particular date. MICRON shall not distribute for revenue any release of a Product until MS delivers Product Deliverables to MICRON.

### 5. INFRINGEMENT WARRANTY AND INDEMNIFICATION.

(a) MS warrants that: (i) the Products do not infringe any copyright enforceable in any Included Jurisdictions (defined below); and (ii) the Product name(s) or trademark(s) ("Mark(s)") do not infringe any trademark rights enforceable in the Included Jurisdictions.

(b) MS agrees to indemnify, hold harmless, and defend MICRON from and against any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranties (hereinafter "Infringement Claims"); provided MS is notified promptly in writing of an Infringement Claim and has sole control over its defense or settlement, and MICRON provides reasonable assistance in the defense of the same.

(c) Following notice of an Infringement Claim, MS may at its expense, without obligation to do so, either procure for MICRON the right to (i) continue to distribute the alleged infringing Product or Mark, or (ii) replace or modify the Product or Mark to make it non-infringing.

(d) MS shall have no liability for any Infringement Claim based on MICRON's (i) distribution or use of any Product or Mark after MS' notice that MICRON should cease distribution or use of such Product or Mark due to an Infringement Claim, or (ii) combination of a Product with a non-MS product, program or data, if such Infringement Claim would have been avoided by the exclusive use of the Product. For all Infringement Claims arising under this Section 5(d), MICRON agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

(e) MS shall have no obligation to MICRON for any Infringement Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Community, Sweden, Norway, and Finland ("Included Jurisdictions").

## 6. LICENSE RESTRICTIONS.

(a) (i) MICRON shall distribute Product(s) only with those Customer System(s) listed on Exhibit(s) C for the particular Product(s) and only inside the Customer System package. MICRON shall not remove or modify the package contents of MED Product, Authorized Replication Product or APM.

(ii) MICRON shall comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product.

(iii) MICRON shall (A) contractually obligate (e.g., by contract, invoice or other written instrument) all distributors, dealers and others in its entire distribution channels to comply with the foregoing; (B) deliver copies of such contracts (or relevant portions thereof) to MS upon request; (C) promptly discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing; and (D) cooperate with MS in investigating instances of distribution of Product which does not comply with the foregoing.

(iv) If MICRON distributes the Product(s) software on media other than installed on the Customer System hard disk or ROM, MICRON shall distribute the Product(s) software on separate media (e.g., separate diskettes, CD-ROM disc, etc.) from other products.

(b) MICRON shall not reverse engineer, decompile or disassemble any Product.

(c) MICRON shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). MICRON's EULA shall conform substantially to the EULA then currently available for the Product from the Authorized Replicator or Authorized Distributor, or provided in the OEM Distribution Kit for the Product, except that it shall be adapted as may be required by the laws of any non-U.S.A. jurisdiction in which MICRON distributes the Product. MS' current standard EULA for most Products is attached hereto as Exhibit A. Where MICRON distributes Preinstalled Product Software, MICRON shall place a notice over either the Customer System power switch in the "off" position or the power inlet connector which informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA. MICRON may use an alternative procedure, subject to MS review and approval, provided that (i) the end user is required to take some affirmative action to use or install the Product software, such as breaking a seal, (ii) the end user is advised that taking such action indicates acceptance of the terms and conditions of the EULA; and (iii) the end user has the opportunity to read the EULA before taking such action.

(d) MICRON shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number for such assistance in Customer System documentation and on Product (except MED) documentation.

## 7. INTELLECTUAL PROPERTY NOTICES.

(a) MICRON will not remove any copyright, trademark or patent notices that appear on the Product as delivered to MICRON.

(b) MICRON shall market the Product only under the Product name(s) and version number for such Product provided to MICRON. MICRON agrees to use the appropriate trademark, product descriptor and trademark symbol (either "TM" or "®"), and clearly indicate MS' or applicable third parties' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in

any other manner in connection with the Product. MICRON shall not at any time, use any name or trademark confusingly similar to an MS or licensed third party trademark, trade name and/or product name. MICRON shall undertake no action that will interfere with or diminish MS' right, title and/or interest in MS' or licensed third party's trademark(s), trade name(s) or Product name(s). MICRON shall, upon request, provide MS samples of all MICRON marketing literature which uses Product name(s).

(c) MICRON shall not use or display any MS logo (i.e., including without limitation any stylized representation of the MS name used by MS) in its materials or packaging, except as provided by separate written agreement with MS.

(d) With respect to OEM Replication Product only:

(i) MICRON will cause to appear on the container and labels of each copy of Product software and on the title page of each volume of Product documentation, the copyright, trademark and patent notice(s), if any, that appear on the applicable release of Product Deliverables.

(ii) MICRON's name and/or trademarks shall not be displayed in relation to Product name in a manner which suggests that MICRON's name and/or trademarks are part of the Product name. MICRON's name and/or trademarks shall be displayed on the packaging and disk labels and title page of Product documentation more prominently than the name "Microsoft". MICRON shall not use or imitate the trade dress of MS products;

(iii) MICRON's Product packaging shall prominently indicate that the Product can only be distributed with a [name of MICRON] computer system; and

(iv) Upon request, MICRON shall submit Product packaging to MS for approval.

## 8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE.

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by MICRON (by contract, merger, operation of law, or otherwise) except to MICRON Subsidiaries as provided in Section 2(c).

## 9. TERM OF AGREEMENT.

The initial term of this Agreement ("Initial Term") shall run from the Effective Date until one (1) year from the end of the calendar quarter in which the Effective Date occurs. 3/31/95

## 10. DEFAULT AND TERMINATION.

(a) This Agreement may terminate if any of the following events of default occur: (i) if either party materially fails to perform or comply with any provision of this Agreement; (ii) MICRON manufactures or distributes any MS product which is not properly licensed under this Agreement or another valid agreement with MS or an MS licensee; (iii) if Product is available other than inside the MICRON's Customer System package; or (iv) upon termination of any other agreement between MICRON and MS due to default by MICRON.

(b) Termination due to breach of Sections 6(a)(i), 6(b), 8, 13, 14(c) or (if applicable) Exhibit S shall be effective upon notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

(c) In the event of MICRON's default, MS may terminate this

Agreement in its entirety or as to any individual Product(s). Termination of this Agreement as to any particular Product(s) will not affect the terms and conditions of this Agreement as they apply to the other Product(s) licensed under this Agreement.

#### 11. OBLIGATIONS UPON TERMINATION.

(a) Within ten (10) days after termination or expiration of this Agreement, MICRON shall return to MS all units of Product for which a royalty has not been paid and all Product Deliverables. MICRON and each MICRON Subsidiary may, however, retain one unit of each Product for support purposes only.

(b) Termination of this Agreement as a result of MICRON's default shall result in acceleration of MICRON's obligation to pay all sums MICRON contracted to pay under this Agreement, including all minimum commitment payments as described in Exhibit B.

(c) Upon termination or expiration of this Agreement, MICRON shall cease distribution of Product and all of MICRON's license rights herein shall cease. Sections 5, 12, 13, 14, 15 and 16 of this Agreement and Section S1(d) of Exhibit(s) S, if applicable, shall survive termination or expiration of this Agreement.

#### 12. LIMITATION OF LIABILITY AND REMEDY.

(a) MS' total liability to MICRON under this Agreement, including Section 5, shall be limited to one hundred percent (100%) of the amount having actually been paid by MICRON to MS under Section 3. MICRON releases MS from all obligations, liability, claims or demands in excess of the limitation.

(b) The rights and remedies granted to MICRON under Sections 4 and 5 constitute MICRON's sole and exclusive remedy against MS, its officers, agents and employees for negligence, inexcusable delay, breach of warranty, express or implied, or for any default whatsoever relating to the condition of the Product or MS' duties to correct any deviations from specifications.

(c) **SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. MS MAKES NO WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON ANY CUSTOMER SYSTEM(S). NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(d) (i) As partial consideration for the rights granted to MICRON hereunder, MICRON agrees not to (A) sue or (B) bring, prosecute, assist or participate in any judicial, administrative or other proceedings of any kind against MS or its licensees (including without limitation OEM customers and end users) for infringement of MICRON Patents (as defined below) on account of the manufacture, use, sale or distribution, during the Immunity Period (as defined below), of:

1) Any releases of the Product(s) licensed to MICRON hereunder, except as otherwise provided in (iii), below; or

2) Future releases of the Product(s), or replacement or successor products to the Product, to the extent such future releases or

replacement or successor product(s) use or embody inventions used or embodied in a version of such Product(s) licensed to MICRON hereunder.

(ii) "MICRON Patents" as used in this subsection 12(d) means all patents throughout the world, other than design patents or the equivalent, owned or acquired by MICRON for inventions made prior to termination or expiration of this Agreement, or for which MICRON has or acquires rights prior to the termination or expiration of this Agreement. The "Immunity Period" shall commence upon the first to issue and shall terminate upon the last to expire, of any of the MICRON Patents (in any jurisdiction).

(iii) In the event that MS provides MICRON a new release of a Product under this Agreement, and MICRON determines that such new release uses or embodies inventions not used or embodied in a prior release of the Product licensed to MICRON hereunder, MICRON may elect to not license such new release by so notifying MS in writing within sixty (60) days after its receipt and prior to shipment of such new release. MICRON's election under this paragraph shall not affect MICRON's obligations above with respect to any prior release(s) of the Product licensed hereunder.

#### 13. NONDISCLOSURE AGREEMENT.

The parties shall keep confidential the Product Deliverables, the terms and conditions of this Agreement, and other non-public information and know-how disclosed to each other. However, the parties may disclose the terms and conditions of this Agreement in confidence to its immediate legal and financial consultants as required in the ordinary course of each party's business.

#### 14. AUDITS AND INSPECTIONS.

(a) During the term of this Agreement, MICRON agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Product licensed.

(b) In order to verify statements issued by MICRON and MICRON's compliance with the terms of this Agreement, MS may cause (i) an audit to be made of MICRON's books and records and/or (ii) an inspection to be made of MICRON's facilities and procedures. Any audit and/or inspection shall be conducted during regular business hours at MICRON's facilities, with or without notice. Any audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis).

(c) MICRON agrees to provide MS' designated audit or inspection team access to the relevant MICRON records and facilities.

(d) Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be paid for by MS unless material discrepancies are disclosed. "Material" shall mean the lesser of Ten Thousand Dollars (US\$10,000.00) or five percent (5%) of the amount that was reported. If material discrepancies are disclosed, MICRON agrees to pay MS for the costs associated with the audit. Further, MICRON shall pay MS an additional royalty of twenty-five percent (25%) of the applicable royalty on Exhibit(s) C for each unit MICRON failed to report that is in excess of five percent (5%) of the number of units actually reported by MICRON. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

#### 15. CONTROLLING LAW; ATTORNEYS' FEES.

(a) This Agreement and all matters relating to this Agreement shall be

construed and controlled by the laws of the State of Washington. If MICRON files suit, jurisdiction and venue will be in the State of Idaho. If MS files suit, jurisdiction and venue will be in the State of Washington. Process may be served on either party in the manner set forth in Section 16 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(b) If either MS or MICRON employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

#### 16. NOTICES.

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S.A. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid; and addressed as stated in Exhibit N (or to such other address as the party to receive the notice or request so designates by written notice to the other).

#### 17. GENERAL.

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

(b) MICRON agrees that it will not export or re-export Product to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, South Africa (military and police entities), Syria, and Vietnam. MICRON warrants and represents that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied MICRON's export privileges.

(c) This Agreement does not constitute an offer by MS and it shall not IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

By (Signature)

*Joachim Kempner*

Name (Print)

SI VICE PRESIDENT, C&M SALES

Title

2/24/94

Date

11/01/93 31790005.DOC

be effective until signed by both parties. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of MICRON and MS by their respective duly authorized representatives. Any statement appearing as a restrictive endorsement on a check or other document which purports to modify a right, obligation or liability of either party shall be of no force and effect.

(d) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

(e) If any provision of this Agreement or license of any particular Product shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions and license for remaining Products, as applicable, shall remain in full force and effect.

(f) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) MICRON shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, as may be necessary for MICRON's performance under this Agreement.

#### 18. EXHIBITS.

The following Exhibits are part of this Agreement:

Exhibit A	Sample End User License Agreement
Exhibit B	Minimum Commitments
Exhibit(s) C	Product and Customer Systems
Exhibit N	Addresses
Exhibit R	Royalty Report
Exhibit(s) S (if executed)	Source Code
Exhibit T (if executed)	Shipments to Third-Party MS Licenses
Exhibit X (if executed)	MICRON Subsidiaries
Exhibit Z (if executed)	Additional Country/Region Provisions

MICRON COMPUTER, INC.

By (Signature) *Gene Thomas*

*Gene Thomas*

Name (Print)

VICE PRESIDENT OF SALES AND MARKETING

Title

2-21-94

Date

02708/94 40360013.DOC

MS-PCA 1203095  
HIGHLY CONFIDENTIAL