

# **Exhibit 35**

**MICROSOFT OEM LICENSE AGREEMENT  
FOR DESKTOP OPERATING SYSTEMS**

# \_\_\_\_\_ dated April 1, 1995

with **ADVANCED DIGITAL SYSTEMS, INC.**, a corporation of California.

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 ("COMPANY").

**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 COMPANY may acquire from an Authorized Replicator.

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

(c) "COMPANY 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 COMPANY, but only so long as such ownership exists.

(d) "Customer System" shall mean COMPANY's computer system product(s) described in the Exhibit(s) C. Unless otherwise expressly specified in the applicable Exhibit C, a Customer System shall be an assembled computer system which (i) is configured for use only by a single user, (ii) is designed to use a video display and keyboard; and (iii) includes at least a CPU, a motherboard, a power supply, and a case.

(e) "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. 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.

(f) "Product Deliverables" shall mean (i) Product software in object code form (ii) installation utilities, if applicable, (iii) a single copy of Product documentation; and (iv) any other deliverables identified in Exhibit C or otherwise identified by MS as Product Deliverables.

(g) "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].

(h) "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)].

(i) "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 COMPANY 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) distribute no more than one (1) copy each of Product software (in addition to Preinstalled Product Software) and Product documentation with each Customer System. Except as necessary to install Preinstalled Product Software, COMPANY may not reproduce Product or Product Deliverables. COMPANY may supplement but shall not modify or translate Product documentation. COMPANY shall make no use of Product Deliverables except as described in Section 2(a) of this Agreement.

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

(c) COMPANY acknowledges that Authorized Replicator may refuse to fill orders for Product in quantities beyond those which, in MS' opinion, COMPANY will be able to distribute in compliance with the terms of this Agreement. COMPANY further acknowledges that MS may suspend COMPANY's license rights hereunder and/or require Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement or if Product licensed to COMPANY is available other than inside Customer System package.

(d) COMPANY shall include APM with Product software distributed by COMPANY. If COMPANY elects not to distribute Product documentation with any Customer Systems distributed with Product software, it is mandatory that COMPANY make Product documentation available to end users as a mail order fulfillment item directly from COMPANY or a MS designated fulfillment source. Product documentation shall not be available through any other COMPANY distribution channel.

(e) COMPANY's license shall extend to Update Releases and Version Releases. COMPANY's license shall not extend to Product Releases.

(f) This Agreement does not include technical support by MS to COMPANY, its distributors, dealers or end users. Technical support may be available from MS or an MS subsidiary pursuant to a separate agreement.

(g) MS reserves all rights not expressly granted including, without limitation, modification rights, translation rights, rental rights, and rights to source code. MS shall retain title to Product software and Product Deliverables.

**Microsoft License No.**

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### 3. PAYMENT AND REPORTING.

(a) COMPANY agrees to pay MS the royalties in Exhibit(s) C. Royalties are based upon COMPANY's estimated shipment volume indicated in Exhibit(s) C. Royalties exclude any charges by Authorized Replicator for units of Product or APM ordered by COMPANY. Royalties also exclude any taxes, duties, fees, excises or tariffs imposed on any of COMPANY's or COMPANY's Subsidiaries' activities in connection with this Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be paid by COMPANY. In the event COMPANY fails to accrue any royalties due MS under this Agreement prior to termination or expiration, MS may charge COMPANY an administrative fee in the amount of Ten Thousand Dollars (US\$10,000.00).

(b) COMPANY further agrees to pay MS the initial payment amount(s) ("Initial Payment Amount(s)") specified in Exhibit(s) C upon signing of this Agreement. Provided COMPANY has complied with all material terms and conditions of this Agreement, such Initial Payment Amount(s), after deduction, by set off or otherwise, of any outstanding amounts or obligations due to MS, will be refunded to COMPANY within forty-five (45) days of COMPANY's final royalty report and payment under this Agreement. COMPANY may not recoup the Initial Payment Amount(s) against royalties due to MS or payments made to any Authorized Replicator.

(c) In the event income taxes are required to be withheld by any non-U.S.A. government on payments to MS required hereunder, provided that COMPANY promptly delivers 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, COMPANY may deduct such taxes from the amount owed MS and shall pay them to the appropriate tax authority. COMPANY will make certain that any taxes withheld are minimized to the extent permitted by the applicable law.

(d) COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) ~~monthly~~ reports to MS as specified in Exhibit N within ~~fifteen (15) days~~ after the end of each calendar month, and fifteen (15) days after termination or expiration for the final full or partial month.

(i) In the event that COMPANY's monthly report is not received by MS within the above-specified fifteen day period, COMPANY authorizes MS to bill COMPANY, and COMPANY agrees to pay MS, based on reports submitted to MS by the Authorized Replicator(s) for the subject month and, at MS' option, for all subsequent months during the term of this Agreement. MS' monthly billing of COMPANY based on reports submitted by the Authorized Replicator(s) shall not relieve COMPANY of any reporting or payment obligations under the Agreement.

(ii) COMPANY's report shall be certified as complete and correct and signed by a duly authorized officer or director of COMPANY. A copy of COMPANY's report shall be sent to MS electronically or via facsimile in addition to the original copy sent in accordance with Exhibit N. COMPANY's royalty reports shall be in the royalty report format attached as Exhibit R or other format as MS may provide from time to time and shall specify royalties for each Product and language version described in Exhibit(s) C.

(e) COMPANY agrees to make consolidated (i.e., on behalf of COMPANY and COMPANY Subsidiaries) ~~monthly~~ reports to MS as specified in Exhibit N within ~~fifteen (15) days~~ after the end of each calendar month, and thirty (30) days after termination or expiration for the final full or partial month. A ten percent (10%) late charge and a one percent (1%) monthly finance charge will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(f) No royalty shall accrue to MS for Product software (i) used by COMPANY solely for testing systems; (ii) shipped to replace defective copies; (iii) shipped as a backup copy in addition to Preinstalled Product Software in accordance with Section 2(a)(ii); or (iv) used for demonstrations of Customer Systems to prospective customers if clearly marked "For Demonstration Purposes Only" (not to exceed fifty (50) copies per Product).

(g) COMPANY 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 Product Deliverables to COMPANY.

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

(i) If Product software fails to conform to such specifications, then within thirty (30) days after MS' delivery to COMPANY of Product Deliverables for each release of Product licensed hereunder, COMPANY may report such deviations to MS in writing. If COMPANY 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 COMPANY, COMPANY shall have thirty (30) days in which to reject the Product software for failure to meet specifications.

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

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

### 5. DEFENSE OF INFRINGEMENT CLAIM

(a) MS agrees to defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Product(s) infringe any copyright enforceable in any Included Jurisdictions (defined in Section 5(d), below); or (ii) the Product name(s) or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in the Included Jurisdictions; provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.

(b) In the event MS receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Product(s) or Mark(s), MS may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to distribute the alleged infringing Product or Mark, or (ii) replace or modify the Product or Mark to make it non-infringing, and in which case, COMPANY shall thereupon cease distribution of the alleged infringing Product or Mark.

(c) MS shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on COMPANY's (i) manufacture, distribution, or use of any Product or Mark after MS' notice that COMPANY should cease manufacture, distribution, or use of such Product or Mark due to such a claim; or (ii) combination of a Product with a non-MS product, program or data; or (iii) adaptation or modification of any Product. For all claims described in this Section 5(c), COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

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

#### 6. LICENSE RESTRICTIONS.

(a) (i) COMPANY 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. In addition to MS' other remedies, for each copy of the Product(s) that is available other than inside the Customer System package, MS may charge COMPANY an additional royalty equal to thirty percent (30%) of the highest royalty rate (corresponding to the lowest volume) stated in Exhibit C for the Product. COMPANY shall pay such additional royalty within thirty (30) days of receipt of MS' invoice. COMPANY shall not remove or modify the package contents of Product or APM.

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

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

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product except as permitted by applicable law without the possibility of contractual waiver.

(c) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA shall conform substantially to the EULA then currently available for the Product from the Authorized Replicator, except that the EULA shall be adapted as may be required by the laws of any non-U.S.A. jurisdiction in which COMPANY distributes the Product. MS' current standard EULA for most Products is attached hereto as Exhibit A. Where COMPANY distributes Preinstalled Product Software, COMPANY 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. COMPANY 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) COMPANY 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 documentation.

#### 7. INTELLECTUAL PROPERTY NOTICES.

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

(b) COMPANY shall market the Product only under the Product name(s) and version number for such Product provided to COMPANY. COMPANY 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. COMPANY 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. COMPANY 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). COMPANY shall, upon request, provide MS samples of all COMPANY marketing literature which uses Product name(s).

(c) COMPANY 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.

#### 8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE.

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

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3  
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## 9. TERM OF AGREEMENT.

The term of this Agreement shall run from the Effective Date until one (1) year from the end of the calendar quarter in which the Effective Date occurs.

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## 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) COMPANY 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 COMPANY's Customer System package; (iv) if COMPANY becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors; or (v) upon termination of any other agreement between COMPANY and MS due to default by COMPANY.

(b) Termination due to breach of Sections 6(a)(i), 6(b), 8, 13, 14(a), 14(c) or (if applicable) Exhibit S shall be effective upon notice to the defaulting party. Termination due to Section 10(a)(iv) shall be effective upon notice or as soon thereafter as is permitted by applicable law. At the option of the non-defaulting party, termination due to a breach of any provision of this Agreement may be effective upon notice to the defaulting party if such party has received two (2) or more previous notices of default during the term of this Agreement (whether or not such previous defaults have been cured). 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 COMPANY'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, COMPANY shall return to MS all units of Product for which a royalty has not been paid and all Product Deliverables. COMPANY and each COMPANY Subsidiary may, however, retain one unit of each Product for support purposes only.

(b) Termination of this Agreement as a result of COMPANY's default shall result in acceleration of COMPANY's obligation to pay all sums COMPANY contracted to pay under this Agreement.

(c) Upon termination or expiration of this Agreement, COMPANY shall cease distribution of Product and all of COMPANY'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 COMPANY under this Agreement, including Section 5, shall be limited to one hundred percent (100%) of the amount having actually been paid by COMPANY to MS under Section 3. COMPANY releases MS from all obligations, liability, claims or demands in excess of the limitation.

(b) The rights and remedies granted to COMPANY under Sections 4 and 5 constitute COMPANY'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). COMPANY AGREES MS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d)(i) As partial consideration for the rights granted to COMPANY hereunder, COMPANY 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 COMPANY 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 COMPANY 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 COMPANY hereunder.

(ii) "COMPANY 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 COMPANY for inventions made prior to termination or expiration of this Agreement, or for which COMPANY 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 COMPANY Patents (in any jurisdiction).

(iii) In the event that MS provides COMPANY a new release of a Product under this Agreement, and COMPANY determines that such new release uses or embodies inventions not used or embodied in a prior release of the Product licensed to COMPANY hereunder, COMPANY 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. COMPANY's election under this paragraph shall not affect COMPANY's obligations above with respect to any prior release(s) of the Product licensed hereunder.

### 13. NONDISCLOSURE AGREEMENT.

COMPANY shall keep confidential the Product Deliverables, the terms and conditions of this Agreement, and other non-public information and know-how disclosed to COMPANY by MS. However, COMPANY 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 COMPANY's business.

### 14. AUDITS AND INSPECTIONS.

(a) During the term of this Agreement, COMPANY agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Product licensed sufficient to substantiate the number of copies of Product and the number of Customer Systems distributed by or for COMPANY. COMPANY shall maintain on COMPANY premises such records for itself and for each COMPANY Subsidiary which exercises rights under this Agreement.

(b) In order to verify statements issued by COMPANY and COMPANY's compliance with the terms of this Agreement, MS may cause (i) an audit to be made of COMPANY's and/or COMPANY's Subsidiaries' books and records and/or (ii) an inspection to be made of COMPANY's and/or COMPANY's Subsidiaries' facilities and procedures. Any audit and/or inspection shall be conducted during regular business hours at COMPANY's and/or COMPANY's Subsidiaries' 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) COMPANY agrees to provide MS' designated audit or inspection team access to the relevant COMPANY's and/or COMPANY's Subsidiaries' 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, COMPANY agrees to pay MS for the costs associated with the audit. Further, COMPANY shall pay MS an additional royalty of twenty-five percent (25%) of the applicable royalty on Exhibit(s) C for each unit COMPANY failed to report that is in excess of five percent (5%) of the number of units actually reported by COMPANY. 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, and COMPANY consents to jurisdiction and venue in the state and federal courts sitting 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 COMPANY 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 COMPANY 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 DFARS 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) COMPANY 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, U.N. Protected Areas and areas of Republic of Bosnia and Herzegovina under the control of Bosnian Serb forces), Iran, Iraq, Libya, North Korea, and Syria. COMPANY warrants and represents that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied COMPANY's export privileges.

(c) This Agreement does not constitute an offer by MS and it shall not 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 COMPANY 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) COMPANY shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government

5  
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approvals, if any, as may be necessary for COMPANY's

performance under this Agreement.

#### 18. EXHIBITS.

Exhibit Z (if executed) Additional Country/Region Provisions

The following Exhibits are part of this Agreement:

Exhibit A	Sample End User License Agreement
Exhibit(s) C	Product and Customer Systems
Exhibit N	Addresses
Exhibit P (if executed)	Promissory Note/Guarantee
Exhibit R	Royalty Report
Exhibit(s) S (if executed)	Source Code
Exhibit T (if executed)	Shipments to Third-Party MS Licensees
Exhibit X (if executed)	COMPANY Subsidiaries

#### NOTICE:

For Product(s) specified in Exhibit C as licensed under the "per system" royalty calculation provisions, please note the following:

This is a Microsoft Per System License. As a Customer, you may create a "New System" at any time that does not require the payment of a royalty to Microsoft unless the Customer and Microsoft agree to add it to the License Agreement.

Any New System created may be identical in every respect to a system as to which the Customer pays a Per System royalty to Microsoft provided that the New System has a unique model number or model name for internal and external identification purposes which distinguishes it from any system the Customer sells that is included in a Per System License. The requirement of external identification may be satisfied by placement of the unique model name or model number on the machine and its container (if any), without more.

If the Customer does not intend to include a Microsoft operating system product with a New System, the Customer does not need to notify Microsoft at any time of the creation, use or sale of any such New System, nor does it need to take any particular steps to market or advertise the New System.

Under Microsoft's License Agreement, there is no charge or penalty if a Customer chooses at any time to create a New System incorporating a non-Microsoft operating system. If the Customer intends to include a Microsoft operating system product with the New System, the Customer must so notify Microsoft, after which the parties may enter into arm's length negotiation with respect to a license to apply to the New System.

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

ADVANCED DIGITAL SYSTEMS, INC.

By (Signature)

Name (Print)

Title

Date

By (Signature)

Name (Print)

Title

Date

#### NOTICE:

This is an OEM distribution license. Product can only be distributed with a Customer System, as specified in Sections 1(e) and 6(a).

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