

PLAINTIFF'S
EXHIBIT
435
Comes v. Microsoft

OEM SOFTWARE LICENSE AGREEMENT

BETWEEN

DIGITAL RESEARCH (CALIFORNIA) INC.
("DRI")

and

U S INTEGRATED TECHNOLOGIES
("LICENSEE")

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OEM SOFTWARE LICENSE AGREEMENT

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DRI and Licensee have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

DIGITAL RESEARCH (CALIFORNIA) INC.

USIT

"Licensee"

By:

Peter J. DiCorti
Authorized Signature

Peter J. DiCorti
Name (Print or Type)

V.P./C.F.O.
Title

October 24, 1990
Date

By:

Richard Hsiao
Authorized Signature

Richard Hsiao
Name (Print or Type)

President
Title

October 15, 1990
Date

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16.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

DRI and Licensee have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

DIGITAL RESEARCH (CALIFORNIA) INC.

USIT

"Licensee"

By:

[Signature]
Authorized Signature

Peter J. DiCorti
Name (Print or Type)

V.P./ C.F.O.
Title

October 24, 1990
Date

By:

[Signature]
Authorized Signature

Richard Hsiao
Name (Print or Type)

President
Title

October 15, 1990
Date

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EXHIBIT A

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EXHIBIT A

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DRI OEM SOFTWARE LICENSE AGREEMENT

AMENDMENT NO. I

DRI and U S Integrated Technologies ("Licensee") wish to add the following Supplements:

SUPPLEMENTS A, B and B-1

attached to this facing page for the purpose of adding the following Licensed Program:

DR DOS, Release 5.0
(incl: Kernel, Command.COM, Utilities and BIOS)

to the OEM Software License Agreement, ("Agreement") effective October 21, 1990 between the parties. This Amendment and its SUPPLEMENT(s) listed above shall, as of the date executed by DRI ("Effective Date"), be incorporated into the Agreement.

EXECUTED BY THE PARTIES AS PROVIDED BELOW:

DIGITAL RESEARCH (CALIFORNIA) INC.

U S INTEGRATED TECHNOLOGIES

By: [Signature]
Authorized Signature
Peter J DiCorinti
Name (Print or Type)
V.P. / C.F.O.
Title
October 24, 1990
Date

By: [Signature]
Authorized Signature
Richard H. H. H.
Name (Print or Type)
President
Title
October 15, 1990
Date

[Handwritten initials]

DRI OEM SOFTWARE LICENSE AGREEMENT

SUPPLEMENT A - PRODUCT SPECIFICATIONS AND DELIVERABLES

1. Licensed Program/Distribution Option:

DR DOS, R.5.0 - 10,000-copy Distribution Option
(incl: Kernel, Command.
COM, Utilities and BIOS)

2. Defined Hardware: U.S.I.T. Manufactured CPU System Products

3. Microprocessor(s): Intel 8086, 8088, 80286, 80386, 80486 and
compatibles

4. Product Deliverables:

Product Redistribution Kit: End User Program License Agreement, Software Performance Report (SPR), one (1) complete set of Licensed Program Documentation in printed form which details operational specifications and functions of the Licensed Program, master disks for the Licensed Program and the DRI Software Redistribution Guide.

5. Special Terms:

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Example for an initial Ten Thousand (10,000) copy quantity license:

A) [The discount level then currently in effect is Ninety percent (90%) off the then current list price of One Hundred Fifty Dollars (\$150.00) at a copy quantity of Ten Thousand (10,000).] An Addendum I to Amendment No. I is executed by Licensee and DRI for an additional Five Thousand (5,000) copies of the DR DOS Licensed Program. The discount level of Ninety percent (90%) off list price is applicable to the Five Thousand (5,000) copies added pursuant to such Addendum I.

B) [Licensee effects actions specified in Example A above. The discount level then currently in effect is Ninety-one percent (91%) off list price at a copy quantity of Twenty-five Thousand (25,000).] An Addendum II to Amendment No. I is executed by Licensee and DRI for an additional Fifteen Thousand (15,000) copies of the DR DOS Licensed Program (increasing the total copy quantity licensed from Ten Thousand (10,000) to Twenty-five Thousand (25,000) copies.) The discount level of Ninety-one percent (91%) off list price is applicable to the Fifteen Thousand (15,000) copies added pursuant to Addendum II.

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DRI's current applicable OEM discount levels are:

<u>COPY</u> <u>QUANTITY</u>	<u>% DISCOUNT</u> <u>OFF LIST PRICE</u>
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10,000	90.0%
25,000	91.0%
50,000	92.0%

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