

Amendment No. 3
to the License Agreement
Between
ZEOS INTERNATIONAL CORPORATION and MICROSOFT CORPORATION
Dated May 22, 1990 Contract No. 4934-0131

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL ("COMPANY") dated May 22, 1990 ("Agreement"), is made and entered into this 1st day of March, 1993.

The parties hereby agree to modify the Agreement as follows:

1. Delete Exhibit C.
2. The attached Exhibit C1 is incorporated herein by reference.
3. The attached Exhibit C2 is incorporated herein by reference.
4. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

This Amendment shall be null and void unless signed by COMPANY and returned to MS within thirty (30) days of receipt by COMPANY.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this Amendment to the License Agreement shall be deemed originals. This Amendment does not constitute an offer by MS. This Amendment shall be effective upon execution on behalf of COMPANY and MS by their duly authorized representatives.

MICROSOFT CORPORATION
Ronald K. Hosogi
 By
RONALD K. HOSOGI
 Name (Print)
DIRECTOR, OEM SALES
 Title
MAR 25, 1993
 Date

ZEOS INTERNATIONAL
[Signature]
 By
James F. Tector
 Name (Print)
V.P. of Manufacturing & Materials
 Title
3/19/93
 Date

MS 0040016
CONFIDENTIAL

EXHIBIT C1

PRODUCT HARDWARE: Microsoft® Mouse

VERSION: OEM Mouse

PRODUCT DELIVERABLES: (Check the items covered by this Agreement)

<u>Description</u>	<u>Part Number</u>	<u>Price</u>
1. <u>X</u> PS/2 (200 ppi)	02801	\$17.00
2. <u>X</u> 9 pin serial (400 ppi)	07685	\$17.00
3. <u>X</u> OEM Serial Mouse version 2.0 (400 ppi) (code named "Carrera")	37964	\$17.00
4. <u>X</u> OEM PS/2 Mouse version 2.0 (400 ppi) (code named "Carrera")	37963	\$17.00
5. <u>X</u> OEM Serial Mouse (code named "Defender")	50674	\$12.00

SEMICONDUCTOR CHIP PROTECTION ACT (MASK WORK) NOTICE: (M) Microsoft.

PRODUCT SPECIFICATION:

Each Microsoft® Mouse has the features specified in its respective Product User's Guide.

DRIVER AND DOCUMENTATION FOR MICROSOFT MOUSE

VERSION: 8.X for Mice #1 & #2 above
9.0 for Mice #3, #4, and #5 above

PRODUCT DELIVERABLES: (to be reproduced by COMPANY):

One copy only of OMK (OEM Mouse Kit) which contains driver software and any associated peripheral software and electronic version of user's guide.

COPYRIGHT NOTICE:

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PRODUCT NAME AND TRADEMARK: Microsoft® Mouse

Exhibit to the License Agreement dated May 22, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

EXHIBIT C2

PRODUCT HARDWARE: Microsoft® Compatible Mouse

VERSION: OEM Mouse

PRODUCT DELIVERABLES: (Check the items covered by this Agreement)

<u>Description</u>	<u>Part Number</u>	<u>Price</u>
1. <u>X</u> OEM Serial Mouse (300 ppi) (code named "Humvee")	50019	\$10.00

PRODUCT SPECIFICATION:

The OEM Serial Mouse has the features specified in its respective Product User's Guide.

DRIVER AND DOCUMENTATION FOR MICROSOFT MOUSE

VERSION: 8.2

PRODUCT DELIVERABLES: (to be reproduced by COMPANY):

One copy only of OMK (OEM Mouse Kit) which contains driver software and any associated peripheral software and electronic version of user's guide.

COPYRIGHT NOTICE:

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PRODUCT NAME AND TRADEMARK:

Notwithstanding the provisions of Section 7 of the Agreement, COMPANY may not use MS' name in connection with labeling, advertising or promoting the Product in this Exhibit C2. However, COMPANY may promote the fact that the OEM Serial Mouse operates with Microsoft Mouse Driver software version 8.2.

Exhibit to the License Agreement dated May 22, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.