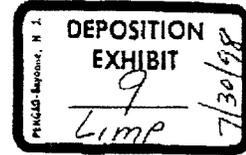




TECHNOLOGY LICENSE AGREEMENT

between
Network Computer, Inc.
and
Fuji Electric Co., Ltd.



This Technology License Agreement ("Agreement") is entered into by Network Computer, Inc. ("NCI") and Fuji Electric Co., Ltd. and its Subsidiaries (as defined below) who have agreed in a writing delivered to NCI to be bound by the terms and conditions hereof (collectively, "FUJI ELECTRIC").

WHEREAS, NCI designs, develops and licenses software for Network Computer devices and desires to encourage the manufacture and the use of such Network Computer devices.

WHEREAS, FUJI ELECTRIC desires to design, build, and distribute computer hardware which comply with the NCI Network Computer Design Standards for such Network Computer device.

Therefore, in consideration of the mutual promises and covenants set forth below, NCI and FUJI-ELECTRIC agree as follows:

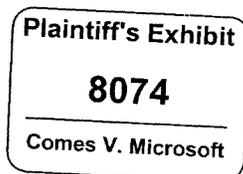
1. DEFINITIONS

- 1.1 NCI Programs. "NCI Program(s)" shall mean the computer software programs in object code form distributed by NCI which are listed on Exhibit A hereto; the media; the user guides and manuals for use of the software ("Documentation"); and Updates.
- 1.2 Network Computer Device Development Kit. "Network Computer Device Development Kit" shall mean the following materials assembled by NCI which are designed to assist FUJI ELECTRIC in developing an NCI Approved Network Computer Device: (i) NCI design standards for Network Computer Devices provided to FUJI ELECTRIC under this Agreement from time to time (the "NCI Network Computer Design Standards") (a copy of the current Network Computer Design Standard is attached as Exhibit B hereto); (ii) NCI server programs; and (iii) the applicable NCI Logo(s).
- 1.3 Network Computer Device. "Network Computer Device" shall mean hardware which is designed and manufactured by FUJI ELECTRIC to conform to the Network Computer Design Standards. An "NCI Approved Network Computer Device" shall mean any Network Computer Device which is designated by NCI as conforming to the NCI Network Computer Design Standards under the terms specified in Section 2.2 below.
- 1.4 Network Computer Server. "Network Computer Server" shall mean a computer which allows an NCI Approved Network Computer Device to perform booting, user authorization and profiling, software distribution, and other functions, which is capable of running the latest version of the RDBMS software owned and distributed by Oracle Corporation, and which has network access via TCP/IP or other internet networking protocol to either an intranet or the Internet network.

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- 1.5 **Network Computer Technical Support.** "Network Computer Technical Support" shall mean NCI Program support provided under NCI's technical support policies in effect on the date Technical Support is ordered. A copy of NCI's current Technical Support policies is attached hereto as Exhibit D.
- 1.6 **NCI Logo.** The "NCI Logo" shall mean, for any particular country, the logo identified as such by NCI, as supplied to FUJI ELECTRIC from time to time under this Agreement. The current version(s) of the NCI Logo for various countries is attached as Exhibit C.
- 1.7 **Branded Product.** "Branded Product" shall mean FUJI ELECTRIC's Approved Network Computer Device which is distributed displaying the NCI Logo.
- 1.8 **Updates.** "Updates" shall mean a subsequent release of the NCI Programs or NCI Boot Firmware which are generally made available by NCI to its customers.
- 1.9 **Commencement Date.** "Commencement Date" shall mean the date on which the NCI Programs and/or Network Computer Device Development Kit are delivered by NCI to FUJI ELECTRIC or if no delivery is required, the Effective Date of this Agreement.
- 1.10 "NCI Boot Firmware" shall mean the computer firmware program (software in ROM or Flash memory), in object code form, which is owned or licensed by NCI and runs a Branded Product, allowing the communication with a Network Computer Server, to download NCI Programs for operation of the Branded Product; the media; the documentation including user guides and manuals for use of the software; and their Updates.
- 1.11 "Subsidiary" means a corporation or other entity in which more than 50% of the outstanding shares of stock entitled to vote for the election of directors (other than any shares of stock whose voting rights are subject to restriction) is owned or controlled by FUJI ELECTRIC, directly or indirectly, now or hereafter; provided, that any corporation, company or other entity which would at any time be a Subsidiary by reason of the foregoing shall be considered a Subsidiary only so long as more than 50% of its outstanding stock as aforesaid is owned or controlled directly or indirectly by FUJI ELECTRIC.

II. LICENSE GRANT

2.1.A. Development License

In consideration for the payment of the license fees specified in Section 5.1 of this Agreement, NCI hereby grants to FUJI ELECTRIC a non-exclusive, non-transferable, worldwide license, under its intellectual property rights, to use the NCI Programs and the Network Computer Device Development Kit during the term of this Agreement and at FUJI ELECTRIC's factory at FUJI ELECTRIC, 1, Fuji-machi, Hino-city, Tokyo 191-8502, Japan (or another location which NCI approves in writing, such approval not to be unreasonably withheld), solely as follows:

1. to develop, build, have built, and test the Network Computer Device in compliance with the NCI Network Computer Design Standards;
2. to demonstrate the NCI Approved Network Computer Device to potential customers thereof;

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3. to provide training and technical support to employees of FUJI ELECTRIC solely in conjunction with an NCI Approved Network Computer Device; and
4. to copy the NCI Programs for archival or backup purposes; no other copies shall be made without NCI's prior written consent. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the NCI Programs are subject to the terms of this Agreement.

FUJI ELECTRIC shall have no rights to distribute the NCI Programs or the Network Computer Device Development Kit or any portion thereof.

In the event that FUJI ELECTRIC wishes to develop device drivers for peripheral hardware products (such as soundcards, etc.) ("Device Drivers"), the parties shall execute a Statement of Work substantially in the form set forth on Exhibit E ("Statement of Work") which shall specifically describe the Device Drivers and set forth the ownership with respect to such Device Drivers. In the event that no ownership rights are set forth in the applicable Statement of Work, the provisions of this Agreement shall apply.

FUJI ELECTRIC agrees not to cause or permit the reverse engineering, disassembly or decompilation of the NCI Programs. NCI shall retain all title, copyright, trademark and other proprietary rights in the NCI Programs. FUJI ELECTRIC does not acquire any rights, express or implied, in the NCI Programs or the Network Computer Device Development Kit, other than those specified in this Agreement.

FUJI ELECTRIC's right to market and distribute NCI Approved Network Computer Devices hereunder shall be limited to FUJI ELECTRIC only.

FUJI ELECTRIC shall not distribute any network computer device derived from or developed using the Network Computer Device Development Kit which is not an NCI Approved Network Computer Device.

2.1.B. NCI Boot Firmware License

In consideration for the payment of the license fees specified in Section 5.1 of this Agreement, NCI hereby grants to FUJI ELECTRIC a non-exclusive, non-transferable, worldwide license, under its intellectual property rights, to reproduce and distribute the NCI Boot Firmware solely as incorporated in the Branded Product. The NCI Boot Firmware may not be sublicensed, sold, or otherwise distributed separately from the Branded Product.

2.1.C Manufacture and Distribution License

In consideration for the payment of the license fees specified in Section 5.1 of this Agreement, NCI hereby grants to FUJI ELECTRIC a non-exclusive, non-transferable, worldwide license to use, make, have made, sell, offer to sell, import, export, reproduce and distribute the Branded Product.

FUJI ELECTRIC shall not appoint any third party to distribute the NCI Approved Network Computer Devices without NCI's prior written consent.

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2.1.D Acknowledgement

FUJI ELECTRIC acknowledges and agrees that certain operating systems and applications programs not licensed for distribution hereunder are required to operate the Network Computer Device. The parties shall negotiate in good faith with respect to the terms and conditions of a license agreement for those certain operating systems and applications.

2.2 APPROVAL OF NETWORK COMPUTER DEVICE

2.2.A. Initial Approval

NCI will provide to FUJI ELECTRIC the most recent version of the Network Computer Design Standard as of the Effective Date of this Agreement. Upon completion by FUJI ELECTRIC of the design and manufacture of a Network Computer Device, FUJI ELECTRIC shall test such device to determine whether it complies with the then current NCI Network Computer Design Standards. If FUJI ELECTRIC determines the device is in compliance, FUJI ELECTRIC shall provide a complete working prototype of the Network Computer Device to be reviewed by NCI to confirm that the Network Computer Device meets the then current NCI Network Computer Design Standards. To assist NCI in this determination, FUJI ELECTRIC shall provide to NCI its test results and all relevant documentation as well as performing any additional review and testing of such Network Computer Device which is requested by NCI. Upon request, FUJI ELECTRIC will also demonstrate to NCI the conformance of the Network Computer Device to the NCI Network Computer Design Standards. For each version or release of any Network Computer Device submitted for approval, FUJI ELECTRIC shall pay to NCI an approval fee of per device per submission for approval (the "Approval Fee").

The Approval Fee shall be due and payable at the time FUJI ELECTRIC submits the Network Computer Device for approval. The Approval Fee shall be noncancelable and nonrefundable. If NCI determines that the submitted Network Computer Device satisfies the mandatory requirements of the then current NCI Network Computer Design Standards, then NCI shall designate in writing the Network Computer Device as an NCI Approved Network Computer Device. If NCI determines that the submitted Network Computer Device does not satisfy the mandatory requirements of the NCI Network Computer Design Standards, NCI shall return the device to FUJI ELECTRIC for revision and shall provide FUJI ELECTRIC with the reasons for NCI's rejection of the submitted Network Computer Device, and FUJI ELECTRIC may resubmit a revised Network Computer Device to NCI for approval as specified herein.

2.2.B Submission for Reapproval.

NCI may, at its discretion, revise the NCI Network Computer Design Standards from time to time and will provide FUJI ELECTRIC with reasonable notice of such change and with a copy of the revised NCI Network Computer Design Standards. FUJI ELECTRIC agrees that such revised version of the NCI Network Computer Design Standards shall be used in determining compliance with the terms of this Section 2.2 for all Network Computer Devices submitted for approval.

NCI's approval shall be effective so long as a Network Computer Device complies with the most current version of the Network Computer Design Standard. If a device no longer complies with the Network Computer Design Standard, then such device shall no longer be considered "Approved" under this Agreement upon the expiration of the following five (5) year grace period (a "Grace Period"). During any Grace Period, FUJI ELECTRIC may, at its discretion, continue to manufacture and distribute the Branded Product that was previously approved by NCI under the NCI Network Computer Standards in effect immediately prior to the commencement of

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such Grace Period. For the avoidance of doubt, the parties agree that there shall be a separate Grace Period every time NCI provides to FUJI ELECTRIC revised NCI Network Computer Design Standards pursuant to this Section. In the event FUJI ELECTRIC is required to fulfill a pre-existing warranty obligation to a customer, FUJI ELECTRIC may distribute to a customer, after the expiration of the relevant Grace Period, a Branded Product that was previously approved by NCI under the NCI Network Computer Standard in effect immediately prior to the commencement of such Grace Period. Solely during the relevant Grace Period, FUJI ELECTRIC will also receive Technical Support for the Branded Product subject to such Grace Period; provided FUJI ELECTRIC continues to pay the Technical Support Fees. Upon the issuance by NCI of revised Network Computer Design Standards, FUJI ELECTRIC shall promptly begin revising the Network Computer Device to comply with the latest Network Computer Design Standard and submit such revised device for approval as specified in this paragraph. If resubmission for approval is required solely because of a change in the NCI Network Computer Design Standard, then FUJI ELECTRIC shall not pay any Approval Fee for such submission.

2.2.C. Verification of Continued Compliance

Within thirty (30) days of NCI's notice to FUJI ELECTRIC, no more than two (2) times in any calendar year for the NCI Approved Network Computer Device, FUJI ELECTRIC will provide NCI with the latest version of such NCI Approved Network Computer Device at NCI's headquarters, to allow NCI to ensure that such NCI Approved Network Computer Device remains compatible with the current NCI Network Computer Design Standards and quality standards. Subject to Section 2.2B, upon NCI's request, FUJI ELECTRIC shall promptly make any modifications to any NCI Approved Network Computer Device necessary to ensure such compatibility and product quality standards and upon NCI's request shall promptly cease shipment of any NCI Approved Network Computer Device that does not meet such standards.

2.3 Intentionally deleted.

2.4 NETWORK COMPUTER BRANDING AND LOGO LICENSE

2.4.A. License and Use of NCI Logo

During the term of this Agreement, NCI grants FUJI ELECTRIC a non-exclusive, non-transferable, world-wide license to use the NCI Logo(s) only on NCI Approved Network Computer Device(s) distributed by FUJI ELECTRIC under the FUJI ELECTRIC trademark or logo subject to the terms and conditions set forth below. FUJI ELECTRIC agrees to prominently feature the NCI Logo on all NCI Approved Network Computer Device distributed by FUJI ELECTRIC in a mutually agreeable location, including without limitation placing the NCI Logo on a prominent portion of the exterior of the NCI Approved Network Computer Device.

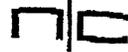
FUJI ELECTRIC is granted no other right, title, or license to the NCI Logo or any other NCI trademark under this Agreement, and without limitation of the foregoing, FUJI ELECTRIC has no right or license under this Agreement to sublicense the NCI Logo or any other NCI trademark. FUJI ELECTRIC specifically agrees that any use of the NCI Logo shall inure to the benefit of NCI. FUJI ELECTRIC acknowledges that NCI has and will continue to grant similar co-branding rights for the NCI Logo to other companies. The NCI Logo and any other trademarks and service marks adopted by NCI to identify the NCI products and services belong to NCI; FUJI ELECTRIC will have no rights in such marks except as expressly set forth herein and as specified in writing from time to time. FUJI ELECTRIC's use of NCI's trademarks shall be under NCI's

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Signature Guidelines, as amended from time to time, a current copy of which is attached as Exhibit C. FUJI ELECTRIC agrees with respect to each registered trademark of NCI, to include in each advertisement, brochure, or other such use of the trademark, the trademark symbol "circle R" and the following statement (or other language as requested by NCI from time to time):

_____ is a registered trademark of Network Computer, Inc., Redwood Shores, California

Unless otherwise notified in writing by NCI, FUJI ELECTRIC agrees with respect to the NCI Logo trademark of NCI and to every other trademark of NCI, to include in each advertisement, brochure, or other such use of the trademark, the symbol "TM" and the following statement (or other language as requested by NCI from time to time):

_____(NCI Logo/trademark)_____ is a trademark of Network Computer, Inc., Redwood Shores, California

Subject to Section 9.1, NCI shall not have any liability to FUJI ELECTRIC for any claims made by third parties relating to FUJI ELECTRIC's use of the NCI Logos.

All rights to FUJI ELECTRIC's trademarks and logos shall remain with FUJI ELECTRIC and all uses of FUJI ELECTRIC's trademarks and logos on the Branded Products shall inure to the benefit of FUJI ELECTRIC.

2.4.B. Branded Products Warranty

FUJI ELECTRIC warrants that the NCI Approved Network Computer Device distributed as a Branded Product shall be of at least average quality for similar products distributed in the United States, and all NCI Approved Network Computer Devices shall fully comply with all government regulations applicable to such hardware and its distribution in any jurisdiction(s) where it is distributed. In the event FUJI ELECTRIC becomes aware that a particular country's government regulations require FUJI ELECTRIC not to comply with the NCI Network Computer Design Standards, FUJI ELECTRIC will notify NCI in writing and the parties will negotiate in good faith with respect to distribution of the NCI Approved Network Computer Devices in such country. Subject to Section 2.2.B of this Agreement, FUJI ELECTRIC further warrants that all Branded Products will comply with the NCI Network Computer Design Standards in effect at the time the Branded Product is distributed.

In marketing and selling the Branded Products, FUJI ELECTRIC shall: 1. Not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to NCI or to the NCI products; 2. Not make any representations, warranties, or guarantees to End Users of the Branded Product (i) on behalf of NCI or (ii) that are inconsistent with or in addition to those made in this Agreement by NCI with respect to the NCI Programs, the NCI Computer Device Development Kit or the NCI Boot Firmware; and 3. Comply with all applicable federal, state, and local laws and regulations in performing its duties with respect to any NCI products.

III. SERVICES

3.1 Technical Support Services.

3.1.A Technical Support Fees.

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In the event FUJI ELECTRIC elects, NCI shall provide, solely to FUJI ELECTRIC, Technical Support and Updates in consideration for the payment to NCI of the applicable fees specified below, which fees shall be payable within sixty (60) days following the Effective Date of this Agreement and, thereafter, annually on each anniversary date of the Effective Date:

<u>Support Term</u>	<u>Technical Support Fee*</u>	<u>Update Fee</u>
Annual Fees From Effective Date	\$ ✕	\$ ✕

*Unless otherwise noted, all fees in this Agreement are given in U.S. currency paid in the U.S.

FUJI ELECTRIC shall provide NCI with a report identifying the number and type of NCI Approved Network Computer Devices manufactured by Fuji Electric during the previous fiscal quarter.

3.1.B. Technical Support Contacts.

FUJI ELECTRIC shall designate one FUJI ELECTRIC employee (plus two FUJI ELECTRIC employees as backups) who shall serve as the sole liaison between FUJI ELECTRIC and NCI as FUJI ELECTRIC's on-site Technical Support Contact. FUJI ELECTRIC shall notify NCI whenever the designated Technical Contact responsibilities are transferred to another employee. For any Technical Support Updates to the NCI Programs provided under this Agreement, NCI shall ship to FUJI ELECTRIC at the following location: FUJI ELECTRIC, 1, Fuji-machi, Hino-city, Tokyo 191-8502, Japan, ATTN: Staff Manager, Development Department, IV, Research & Development Office, SI Center, one Technical Support Update copy for each Network Computer Device Development Kit. FUJI ELECTRIC shall be responsible for copying and installing the Updates on the computers for which the NCI Programs are licensed for internal FUJI ELECTRIC use.

3.1.C. End User Technical Support.

FUJI ELECTRIC shall be solely responsible for providing technical support to any end-users of the Network Computer Device; NCI shall have no obligation to provide Technical Support (including Updates) for any end-users of FUJI ELECTRIC's Network Computer Device under this Agreement.

3.2 Consulting Services and Training

NCI will provide, at no additional cost to FUJI ELECTRIC, one (1) week of training for five (5) employees of FUJI ELECTRIC at NCI's facilities. Any additional training services ordered by FUJI ELECTRIC will be provided to FUJI ELECTRIC at the rates and subject to NCI's terms and conditions in effect when ordered by FUJI ELECTRIC, and will be delivered to FUJI ELECTRIC, subject to availability of NCI personnel. NCI may provide consulting services agreed to by the parties under the terms of this Agreement. All consulting services shall be billed on a time and materials basis (plus actual reasonable travel and out-of-pocket expenses) unless the parties expressly agree otherwise in writing. Any consulting services and training acquired hereunder from NCI shall be bid separately from the NCI Program licenses, and FUJI ELECTRIC may acquire either program licenses or consulting services without acquiring the other.

IV. THIRD PARTY BRANDING

4.1 Manufacture of Network Computer Device Under Third Party Trademark

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4.1.1 License For Manufacture for Third Party Vendor

If Fuji Electric has paid all fees due under the Agreement as of the Effective Date of this Agreement and Fuji Electric has continuously maintained Technical Support and Updates for the NCI Programs licensed under this Agreement, then Fuji Electric shall have the option to receive the following additional license (with the right to sublicense solely to Approved Third Party Vendors) to manufacture, market and distribute NCI Approved Network Computer Devices under trademarks of a third party vendor ("Third Party Vendor Network Computer Devices") provided NCI consents in writing to such third party vendor, as specified in Section 4.1.2 below and otherwise subject to the terms hereof. Upon the execution of an amendment to this Agreement to exercise this option as specified in Section 4.1.2 below and the payment of the additional license fees specified in Section 4.1.3 below, NCI will grant to FUJI ELECTRIC a, non-exclusive, non-transferable, worldwide license, under its intellectual property rights, to use the NCI Programs and the Network Computer Device Development Kit during the term of this Agreement and at FUJI ELECTRIC's factory at FUJI ELECTRIC, 1, Fuji-machi, Hino-city, Tokyo 191-8502, Japan (or another location which NCI approves in writing, such approval not to be unreasonably withheld), solely as follows:

1. to develop, build, have built, and test the Third Party Vendor Network Computer Device listed on the applicable amendment in compliance with the NCI Network Computer Design Standards;
2. to demonstrate the NCI Approved Network Computer Device to potential customers thereof;
3. to provide training and technical support to employees of the Approved Third Party Vendor solely in conjunction with the Third Party Vendor Network Computer Device;
4. to copy the NCI Programs for testing and archival or backup purposes; no other copies shall be made without NCI's prior written consent. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the NCI Programs are subject to the terms of this Agreement.

4.1.2 Approval of Third Party Vendors

At the time FUJI ELECTRIC elects to exercise this option, FUJI ELECTRIC shall notify NCI of the potential third party/parties for whom FUJI ELECTRIC intends to manufacture Network Computer Devices ("Third Party Vendors"). FUJI ELECTRIC shall also provide all information related to the Third Party Vendor and the proposed Network Computer Device which is reasonably requested by NCI. NCI shall then provide FUJI ELECTRIC with reasonable notice of its consent (which shall not be unreasonably withheld) or rejection of such Third Party Vendors. If NCI consents to a Third Party Vendor ("Approved Third Party Vendor"), the parties shall execute a written amendment to this Agreement identifying the name and address of the Approved Third Party Vendor and any other terms mutually agreed upon by the parties.

4.1.3 Third Party Vendor Fees

At the time Fuji Electric elects to exercise the option set forth in this Section 4.1, Fuji Electric shall pay to NCI the applicable fee set forth below per NCI Approved Network Computer Device manufactured by FUJI ELECTRIC for each Approved Third Party Vendor (the "Third Party

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Vendor Fee"). The Third Party Vendor Fee shall be due and payable quarterly in arrears as specified in Section 4.1.4.

Number of NCI Approved Network <u>Computer Devices</u>	Third Party Vendor Fee Per Approved Third Party <u>Vendor Per Device</u>
1-up	\$ X

In consideration for the fees paid by Fuji Electric under this Section 4.1.3, Fuji Electric may receive Technical Support and Updates specified in Section 3.1.A for the Third Party Vendor Network Computer Devices manufactured under this section. NCI shall provide Technical Support and Updates solely to Fuji Electric and shall be under no obligation to provide such services to the Approved Third Party Vendor or end users of the Third Party Vendor Network Computer Devices.

4.1.4 Approved Third Party Vendor Reports

Within thirty days of the end of each calendar quarter, FUJI ELECTRIC shall provide NCI with a report detailing the name of each Approved Third Party Vendor, the number of NCI Approved Network Computer Devices manufactured by Fuji Electric during such fiscal quarter for each Approved Third Party Vendor, and the total Third Party Vendor fees due to NCI. FUJI ELECTRIC shall pay to NCI all Third Party Vendor fees due for the previous quarter at the time it provides this report.

4.1.5 Third Party Vendor Agreements

FUJI ELECTRIC shall manufacture Network Computer Devices for approved Third Party Vendors solely through a written agreement as provided under this section ("Third Party Vendor Agreement"). Every Third Party Vendor Agreement shall include, at a minimum, contractual provisions which:

1. Require the Approved Third Party Vendor to comply fully with all relevant export laws and regulations of the United States (and any applicable jurisdiction) to assure that neither the Network Computer Devices, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law (or any applicable jurisdiction);
2. Specify NCI as a third party beneficiary of the Third Party Vendor Agreement to the extent permitted by applicable law; and
3. Permits the Approved Third Party Vendor to distribute the NCI Approved Network Computer Device solely in accordance with the terms specified in Articles II, VI, VIII and Sections 9.2, 9.5, 9.6, 10.1, 10.2, 10.4, and 10.10 of this Agreement.

Each Third Party Vendor Agreement shall also contain any other provision necessary for Fuji Electric to satisfy its obligations under this Agreement. FUJI ELECTRIC agrees to enforce the terms of its Third Party Vendor agreements required by this Agreement and to notify NCI immediately of any known breach of such terms. FUJI ELECTRIC will defend and indemnify NCI against (1) all claims and damages to NCI caused by FUJI ELECTRIC's failure to include the required contractual terms set forth in this Section 4.1.5 hereof in each Third Party Vendor agreement; and (2) all claims and damages to NCI caused by the Third Party Vendor's breach of any of the applicable provisions required by Section 4.1.5 hereof.

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V. FEES AND PAYMENT

5.1 License and Technical Support Fees

5.1.A Initial Fees

In consideration for the rights granted herein for the Network Computer Device Development Kit, FUJI ELECTRIC shall pay to NCI a nonrefundable(subject to Section 8.5 hereof), noncancelable fee of \$ * . . . FUJI ELECTRIC shall pay such license fee specified above within sixty (60) days following the Effective Date of this Agreement.

5.1.B. Quarterly License Fees

In addition, during the term of this Agreement, FUJI ELECTRIC shall also pay a quarterly royalty of \$ * 1 per NCI Approved Network Computer Device manufactured by or on behalf of FUJI ELECTRIC in the applicable calendar quarter (the "Quarterly License Fee").

The Quarterly License Fees due under this Agreement shall be deemed to accrue in the calendar quarter in which the NCI Approved Network Computer Device is manufactured by or on behalf of FUJI ELECTRIC. Within thirty (30) days of the end of each calendar quarter, FUJI ELECTRIC shall provide NCI with a report detailing: (i) the number of NCI Approved Network Computer Devices manufactured by or on behalf of FUJI ELECTRIC; and (ii) the Quarterly License fees due to NCI. FUJI ELECTRIC shall pay all Quarterly License Fees due under this Section at the time it provides such report.

The license fees specified above shall be noncancelable and the sum paid nonrefundable.

5.2 Payment of Fees

Unless otherwise specified herein, all fees due under this Agreement shall be payable within thirty (30) days from the applicable NCI invoice date, and shall be deemed overdue if they remain unpaid thereafter. Any amounts payable by FUJI ELECTRIC hereunder which remain unpaid after the due date shall be subject to late fees equal to the lower of (i) the prime commercial lending rate announced from time to time by Citibank, N.A. at its principal office in New York U.S.A plus three percent (3%) or (ii) the maximum amount allowed by law, per month from the due date until such amount is paid.

5.3 Taxes

The fees listed in this Agreement do not include taxes and are net of all taxes except withholding taxes required as a result of the licenses granted hereunder; if NCI is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on FUJI ELECTRIC's use of NCI products or services, then such taxes shall be billed to and paid by FUJI ELECTRIC. For the avoidance of doubt, the parties agree that FUJI ELECTRIC shall not have any obligation to gross up the fees due hereunder by the amount of such withholding taxes, except as otherwise mutually agreed by the parties in writing. This Section shall not apply to taxes based on NCI's income.

In addition, if FUJI ELECTRIC shall be required by applicable law or regulation to deduct any taxes from any amounts payable hereunder, (i) FUJI ELECTRIC shall pay to the relevant taxation

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authority the minimum amount necessary to comply with the applicable law or regulation, (ii) FUJI ELECTRIC shall make such payment prior to the date on which interest or penalty attaches thereto, and (iii) FUJI ELECTRIC shall promptly provide NCI a copy of the official tax receipt therefor.

5.4 Shipment and Delivery

Following execution of this Agreement, NCI shall deliver to FUJI ELECTRIC's location specified below one Network Computer Device Development Kit and one copy of the software media ("Master Copy") and one set of Documentation (CD-ROM or bound whichever is standardly available) for the NCI Programs currently available in production release as of the Effective Date of this Agreement for the Network Computer Device.

VI. TITLE AND INTELLECTUAL PROPERTY RIGHTS

The NCI Programs and the Network Computer Development Kit (collectively the "NCI Network Computer Information") are and shall remain the property of NCI and NCI shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in the NCI Network Computer Information. Any modifications, ports, adaptations and/or translations ("Modifications") of the NCI Programs or other NCI Network Computer Information made by FUJI ELECTRIC shall be the sole and exclusive property of NCI and the copyright and other Intellectual Property Rights in any such Modifications shall belong to NCI. Upon completion of a port of the NCI Programs to FUJI ELECTRIC's Network Computer Device, a copy of the port and all Modifications will be delivered to NCI.

FUJI ELECTRIC hereby assigns to NCI for no additional consideration all Intellectual Property Rights in the Modifications, including the right to any extensions and renewals thereof. If so requested by NCI, FUJI ELECTRIC agrees to execute a written assignment of the Intellectual Property rights in the Modifications to NCI and to execute any other documents necessary for NCI to establish, preserve or enforce its Intellectual Property Rights in the Modifications. NCI shall not be obligated to pay FUJI ELECTRIC any royalties or sublicense fees for the transfer or assignment of any Intellectual Property Rights specified herein.

FUJI ELECTRIC shall have no ownership interest in and, other than the license specified in this Agreement, shall acquire no rights in the NCI Network Computer Information and Modifications thereof, and FUJI ELECTRIC shall hold these items in trust for NCI. NCI shall retain the exclusive right to market, promote, distribute, and grant sublicenses for the NCI Programs.

Subject to NCI's ownership of the NCI Network Computer Information, Modifications, and NCI Logo, FUJI ELECTRIC shall own any FUJI ELECTRIC intellectual property rights (including without limitation, patents, copyrights, trademarks, trade secrets, and know-how) used or developed in connection with, or embodied in, Network Computer Devices made by FUJI ELECTRIC in accordance with this Agreement.

VII. COOPERATIVE BUSINESS DEVELOPMENT

7.1 Marketing Cooperation

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NCI and FUJI ELECTRIC shall participate jointly in mutually agreed to public relations activities as well as any other joint marketing activities agreed to by the parties from time to time.

7.2 FUJI ELECTRIC Marketing Efforts

FUJI ELECTRIC shall also use reasonable efforts to promote FUJI ELECTRIC's use of the NCI Network Computer Design Standards, including undertaking appropriate (as mutually agreed by the parties) marketing, sales, publicity and promotional activities. Such activities shall prominently feature references to NCI and the NCI Logo.

Fuji Electric shall be responsible for its own costs in marketing its respective products and with respect to the above marketing activities.

VIII. TERM AND TERMINATION

8.1 Term

This Agreement shall remain in effect for three (3) years unless the rights and licenses granted under this Agreement or this Agreement are terminated as provided in Section 8.2. After the expiration of such three (3) year term without earlier termination as provided in this Agreement, the term of this Agreement shall automatically renew for one (1) year periods unless either party provides the other party with written notice of termination no later than one hundred and twenty (120) days prior to the end of the then current term.

8.2 Termination For Breach

Either party may terminate this Agreement or any right or license granted under this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within 30 days following written notice by the non-breaching party specifying the breach.

8.3 Effect Of Termination

Upon expiration or termination of this Agreement, all licenses granted to FUJI ELECTRIC herein shall cease, except in the event this Agreement expires or is terminated for any reason other than a material breach by FUJI ELECTRIC, in which case (i) FUJI ELECTRIC's license to market and distribute existing inventory of the Branded Product shall continue for a period of six (6) months following the effective date of such expiration or termination of this Agreement, and (ii) in the event FUJI ELECTRIC is required to fulfill a pre-existing warranty obligation to a customer, FUJI ELECTRIC may distribute to a customer existing inventory of a Branded Product. Any sublicenses granted to end users pursuant to this Agreement shall survive any expiration or termination of this Agreement. Termination of this Agreement or any right or license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve FUJI ELECTRIC's obligation to pay all fees that have accrued or are otherwise owed by FUJI ELECTRIC under this Agreement. The parties' rights and obligations under Articles IV, V, VII, VIII, and IX shall survive termination of this Agreement.

8.4 Handling Of Materials Upon Termination

If a license granted under this Agreement expires or otherwise terminates, FUJI ELECTRIC shall (a) cease using the NCI Programs, the Network Computer Development Kit and the NCI Logo, and (b) certify to NCI within one month after expiration or termination that FUJI ELECTRIC has destroyed or has returned to NCI such materials and all copies. This requirement applies to

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copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

8.5 Certain FUJI ELECTRIC Termination Rights.

8.5A FUJI ELECTRIC Termination Rights.

FUJI ELECTRIC shall have the right to terminate this Agreement upon written notice to NCI in the event that any claim, lawsuit or other proceeding alleging or based upon intellectual property infringement or violation of any law or regulation is brought against FUJI ELECTRIC, where (i) the alleged infringement or violation is based upon or required by compliance with the NCI Network Computer Design Standards or any revision thereof, and (ii) NCI has not, within fifteen (15) days of receiving written notice of such claim from FUJI ELECTRIC, notified FUJI ELECTRIC in writing that NCI will indemnify and hold harmless FUJI ELECTRIC from and against any damages or awards arising from such claim (including without limitation FUJI ELECTRIC's reasonable attorney's fees).

8.5B FUJI ELECTRIC Remedies Upon Termination.

In the event of a termination by FUJI ELECTRIC under Section 8.5A hereof, FUJI ELECTRIC shall be entitled to a prompt refund by NCI of (a) the license fee paid by FUJI ELECTRIC under Section 5.1A of this Agreement, and (b) the pro-rated, unused portion of any Technical Support and Update Fee paid to NCI under Section 3.1A of this Agreement for the contract year during which the claim resulting in such termination was made. The foregoing remedies shall be without prejudice to any other remedies available to FUJI ELECTRIC under this Agreement or under applicable law.

IX. WARRANTIES AND INDEMNIFICATION

9.1 NCI Indemnification

NCI will defend and indemnify FUJI ELECTRIC against a claim that the NCI Boot Firmware and/or the NCI Programs infringe a copyright or patent or misappropriates an intellectual property right of a third party (other than a claim that is indemnified by Fuji under section 9.2 below), and against a claim that the NCI Logo infringes a trademark of a third party, provided that: (a) FUJI ELECTRIC notifies NCI in writing within 30 days of the claim; (b) NCI has sole control of the defense and all related settlement negotiations; and (c) FUJI ELECTRIC provides NCI with the assistance, information and authority necessary to perform NCI's obligations under this Section. Reasonable out-of-pocket expenses (including reasonable attorneys' fees) incurred by FUJI ELECTRIC in providing such assistance will be reimbursed by NCI. NCI shall have no liability for any claim of infringement based on use of the NCI Programs (x) for which an Update was made commercially available at the time of the claimed infringement or (y) altered (excluding alterations made by NCI to such Programs) if the infringement would have been avoided by the use of a current unaltered Update of the NCI Programs which NCI had offered or provided to FUJI ELECTRIC prior to the time of claimed infringement. In the event a settlement agreement entered into pursuant to this Section 9.1 materially adversely affects FUJI ELECTRIC which results in a significant degradation of the performance of the Branded Products, FUJI ELECTRIC shall have the right to terminate this Agreement upon written notice to NCI and to

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receive a refund of the pro-rated, unused portion of any Technical Support Fee and Update Fee paid to NCI under Section 3.1A hereof.

In the event the NCI Programs are held or are believed by NCI to infringe, NCI shall have the option, at its expense, to (a) modify the NCI Programs to be noninfringing but equivalent functionality; (b) obtain for FUJI ELECTRIC a license to continue using the NCI Programs; or (c) terminate the license for the infringing NCI Programs and refund the license fees paid for those NCI Programs. This Section 9.1 states NCI's entire liability and FUJI ELECTRIC's exclusive remedy for infringement.

9.2 FUJI ELECTRIC Indemnification

FUJI ELECTRIC will defend and indemnify NCI against a claim (i) that the Network Computer Device infringes a patent or copyright or misappropriates an intellectual property right of a third party (other than a claim that is to be indemnified under section 9.1 above), (ii) that any FUJI ELECTRIC trademarks or logos infringe a trademark of a third party or (iii) arising out of FUJI ELECTRIC's or any third party's distribution of the NCI Approved Network Computer Device provided that: (a) NCI notifies FUJI ELECTRIC in writing within 30 days of the claim; (b) FUJI ELECTRIC has sole control of the defense and all related settlement negotiations; and (c) NCI provides FUJI ELECTRIC with the assistance, information and authority necessary to perform FUJI ELECTRIC's obligations under this Section. Reasonable out-of-pocket expenses (including reasonable attorneys' fees) incurred by NCI in providing such assistance will be reimbursed by FUJI ELECTRIC.

9.3 NCI Warranties

A. NCI Program Warranty

NCI warrants for a period of one year from the Commencement Date that each NCI Program and the NCI Boot Firmware as provided to FUJI ELECTRIC by NCI for which FUJI ELECTRIC has continuously maintained Technical Support will perform the functions described in the Documentation if used by FUJI ELECTRIC pursuant to and in accordance with the Documentation and the terms and conditions of this Agreement.

B. Media Warranty

NCI warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Services Warranty

NCI warrants that its Technical Support and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

D. NCI Warranty

NCI warrants that as of the Effective Date, NCI has no actual knowledge of any claims that the Network Computer Device Development Kit infringes a third party patent or copyright.

9.4 Exclusive Remedies

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For any breach of the warranties contained in Section 9.3(A)-(C), FUJI ELECTRIC's exclusive remedy, and NCI's entire liability, shall be:

A. For NCI Programs and NCI Boot Firmware

The correction of NCI Program or NCI Boot Firmware errors that cause breach of the warranty, or if NCI is unable to make the NCI Program operate as warranted, FUJI ELECTRIC shall be entitled to recover the fees paid to NCI for the NCI Program license.

B. For Media

The replacement of defective media returned within 90 days of the Commencement Date.

C. For Services

The reperformance of the services, or if NCI is unable to perform the services as warranted, FUJI ELECTRIC shall be entitled to recover the fees paid to NCI for the unsatisfactory services.

9.5 DISCLAIMERS

THE WARRANTIES IN SECTION 9.3 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY NCI FOR SOFTWARE, STANDARDS OR OTHER DELIVERABLES PROVIDED TO FUJI ELECTRIC UNDER THE TERMS OF THIS AGREEMENT, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

NCI does not warrant that the NCI Programs will meet FUJI ELECTRIC's requirements, that the NCI Programs or any portion thereof will operate in the combinations which FUJI ELECTRIC may select for its use other than as specified in the Documentation, that the operation of the NCI Programs will be uninterrupted or error-free, or that all errors will be corrected.

THE NETWORK COMPUTER DEVICE DEVELOPMENT KIT AND ALL COMPONENTS THEREOF ARE DISTRIBUTED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

9.6 LIMITATION OF LIABILITY

NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE, COVER, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING ANY LIABILITY FOR DAMAGES RELATING TO A BREACH OF SECTIONS 2.1 AND 10.1, NEITHER PARTY'S CUMULATIVE LIABILITY FOR DAMAGES TO THE OTHER PARTY HEREUNDER SHALL EXCEED, * NOTWITHSTANDING THE IMMEDIATELY FOREGOING SENTENCE, NEITHER PARTY'S CUMULATIVE LIABILITY UNDER SECTIONS 9.1 OR 9.2, AS APPLICABLE, SHALL EXCEED

\$. *

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*Information/Text
Redacted

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The provisions of this Article IX allocate the risks under this Agreement between FUJI ELECTRIC and NCI. The fees provided for in this Agreement reflect this allocation of risks and the limitation of liability specified herein.

X. GENERAL

10.1 Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Network Computer Development Kit and all portions thereof, the NCI Programs, the terms and pricing under this Agreement, NCI's and FUJI ELECTRIC's trade secrets, know-how, and information relating to the technology, customers, business plans, promotional, and marketing activities, finances and other business affairs of NCI and FUJI ELECTRIC marked as confidential, all written test results and relevant documentation, marked as confidential and related to FUJI ELECTRIC's testing of the Network Computer Device, and all other information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. FUJI ELECTRIC shall not disclose the results of any benchmark tests of the NCI Programs to any third party without NCI's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, that unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.2 Records.

FUJI ELECTRIC shall maintain adequate books and records in connection with activity under this Agreement. Such records shall include, without limitation, executed Third Party Vendor agreements. Upon NCI's request, the FUJI ELECTRIC shall provide NCI with a copy of the FUJI ELECTRIC's standard Third Party Vendor Agreement and any executed Third Party Vendor Agreements. NCI may audit the relevant books and records of the FUJI ELECTRIC to ensure compliance with the terms of this Agreement upon reasonable notice to the FUJI ELECTRIC. Any such audit shall be conducted during regular business hours at the FUJI ELECTRIC's offices and shall not interfere unreasonably with the FUJI ELECTRIC's business activities. If an audit reveals that the FUJI ELECTRIC has underpaid fees to NCI, the FUJI ELECTRIC shall be invoiced for such underpaid fees based on the Price List in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the applicable license fees or Sublicense fees payable during any audited quarter, then the FUJI ELECTRIC shall pay NCI's reasonable costs of conducting the audit. Audits shall be made no more than once annually.

10.3 Relationship of the Parties.

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The parties relationship during the term of this Agreement will be that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

10.4 Assignment.

This Agreement shall not be assignable by either party; provided, however, that either party may assign this Agreement to a subsidiary or entity controlling, controlled by, or under common control with such assigning party.

10.5 Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, and shall be deemed to be executed in Redwood Shores, California.

10.6 Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or San Mateo County, California. NCI and FUJI ELECTRIC agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

10.7 Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the respective addresses listed below:

Network Computer, Inc.
1000 Bridge Parkway
Redwood Shores, CA 94065
USA
ATTN: Vice President Asia Pacific

with a copy to:
General Counsel

General Manager
Computer Systems Dept.
Industrial & Instrumentation Systems Div.
Systems Group
Fuji Electric Co. Ltd.
Shinjuku Koyama Bldg., 30-3, Yoyogi 4-chome
Shibuya-ku, Tokyo 151-8520 Japan

10.8 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

10.9 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of NCI's proprietary rights in the NCI Programs, no action, regardless of form, arising out of this

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Agreement may be brought by either party more than one year after the cause of action has accrued.

10.10 Export Administration

FUJI ELECTRIC agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the NCI Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

10.11. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

The Effective Date of this Agreement shall be March 23, 1998.

FUJI ELECTRIC CO., LTD.

NETWORK COMPUTER INC.

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: DAVID ROUX
Title: CEO

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EXHIBIT A

NCI Programs

1. Network Computer Operating System ("Network Computer OS")
2. Network Computer Multimedia Extensions including various codecs to support video, audio, etc. ("Network Computer MM Exts")
3. Network Computer Browser ("Network Computer Browser")
4. Network Computer Java Virtual Machine ("Network Computer JVM")

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EXHIBIT B

**NCI Network Computer Design Standards Version 1
Subject to Change**

To be Provided By NCI

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EXHIBIT C
NCI LOGOS
AND NCI SIGNATURE GUIDELINES

NCI Logo:
NCI™
n|c design logo (set forth in NCI Signature Guidelines)

Below are the NCI Signature Guidelines. Notwithstanding the Signature Guidelines set forth below, NCI has waived the following requirements for FUJI ELECTRIC:

1. Until further written notice by NCI to FUJI ELECTRIC, FUJI ELECTRIC is not required to put the (TM) notation by the NCI Logo on the Branded Product.
2. FUJI ELECTRIC is not required to use white for the front plastic panels on their first set of units. This waiver applies only to plastic panels already produced as of the Effective Date.

EXHIBIT D

NCI NETWORK COMPUTER MANUFACTURER TECHNICAL SUPPORT
SERVICES

NCI Standard Manufacturers Support

NCI Standard Manufacturers Support includes:

- Real Time & After Hours Telephone Technical Assistance
 - o 8:00 a.m. to 6:00 p. m. (Pacific Time), Monday through Friday
 - o 24 hour, 7 day/week emergency support via pager and callback
 - o Problem solving, bug reporting, documentation clarification, technical guidance
- NCI Program Support
 - o Patches and fixes (non-version releases)
 - o Documentation updates

Information Manufacturers Need When Calling Support

Before Support can begin work on any problem, information about the nature and location of the problem is required. Whenever a call is placed to the hotline, the following information should be provided:

- The Manufacturer Support Identification (MSI) number
- The area code and phone number listed under the MSI number

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- Operating system (including version) on which NCI Programs are installed
- The NCI product component and its version number the call concerns. Support questions involve product components -- that is, constituent parts of an NCI product.
- The relevant NCI Program version(s)
- Any NCI Program error number that appeared
- Brief description of the problem
- Severity of the problem. NCI Support classifies problems according to how they impact the Manufacturer's business. See list below for explanation of Technical Assistance Request (TAR) Severity Levels.

Technical Assistance Request (TAR) Severity Levels

The chart below lists standard Technical Assistance Request Severity Levels. NCI Manufacturers Support responds to TARs based on Severity Level.

Severity Level

Severity 1

Critical Business Impact

Manufacturer's work, regardless of the environment or product usage, is stopped or so severely impacted that the Manufacturer cannot reasonably continue to work.

Severity 2

Severe Business Impact

Manufacturer's work is continuing (not stopped) however there is a serious impact on the Manufacturer's productivity and/or service levels.

Severity 3

Minor Business Impact

The Manufacturer's work regardless of the environment or product usage, has minor loss of services or resources.

Severity 4

No Business Impact

Manufacturer is in full working mode - there is no work being impeded at the time - information is requested but has no impact on the operation of the products.

TARs are logged and tracked in NCI's support system. Response will be given to the Manufacturer by telephone and logged directly into the problem-tracking system.

Support's response may include a written response, patch tape, supplementary documentation, a temporary means of circumventing the problem pending a new release, or other correctional aids.

Manufacturer CPU Support Identification (MSI) Number

Manufacturer shall receive a MSI Number upon purchasing NCI Technical Support services.

The MSI number identifies the Manufacturer with respect to the following information:

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- Company Name and Address
- Product Set and Version
- Operating System
- Technical Contact Information

NCI Support uses the MSI number to identify the Manufacturer's Support contract when a Manufacturer calls the Support Hotline.

Technical Support Liaison ("Technical Contact")

Manufacturers shall designate one (1) primary and two (2) backup Manufacturer employees ("Technical Contacts") to serve as liaisons with NCI Support. The designated "Technical Contact" is the sole liaison between technical support and Manufacturers for all product support and shall be based on the Manufacturer site. Manufacturer may elect to add additional Technical Contacts for an additional fee.

To assure uninterrupted Technical Support service, Manufacturers must notify NCI whenever Technical Contact responsibilities are transferred to another individual.

Technical Support Fees

Technical Support fees are due and payable in advance of the term of Support.

Reinstatement Fees

In the event Technical Support services lapse or were never originally procured, a reinstatement fee shall be assessed upon commencement of Technical Support, such fee shall be subject to NCI's policies in effect when Technical Support is ordered. NCI currently calculates Reinstatement Fees from the date that the Technical Support services lapse (or the license order date if the program licenses were not previously supported) to the date that the technical support services are renewed based on the list support fees in NCI's Price List in effect at the time the Technical Support services are ordered.

Terms of Support

NCI Manufacturer Support's technical assistance is limited to licenses, products, and Approved NC devices that are fully supported and to problems which are demonstrable in the current release of the licensed program, running unaltered on an Approved NC Device.

Technical Support for older versions of NCI products or for non-NCI products is subject to additional fees.

These Technical Support policies are NCI's current policies and are subject to change at NCI's discretion.

Termination

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Manufacturer may terminate technical support at any time by notifying NCI in writing at least thirty (30) days before the desired date of termination. Technical Support shall be terminated upon receipt of such notice. On termination, NCI shall refund the unused portion of technical support fees paid by the Manufacturer for the licenses for the allocable period for which technical support is terminated.

Phone Numbers and Address Information

NCI Manufacturer Support Hotline: USA +1-415-631-4600

Technical Support Address

NCI Technical Support
1000 Bridge Parkway
Redwood Shores, CA 94065

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EXHIBIT E

STATEMENT OF WORK

This Statement of Work sets forth additional and different terms and conditions particular to the Device Drivers described below and shall be incorporated by reference into the Technology License Agreement ("Agreement") is entered into by Network Computer, Inc. ("NCI") and Fuji Electric Co., Ltd. ("FUJI ELECTRIC") and is entered into as of _____ 199__.

All terms used in this Statement of Work shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

- 1. Device Drivers: [DESCRIBE IN DETAIL THE CODE/MODULES TO BE DEVELOPED]
- 2. Ownership: [DESCRIBE OWNERSHIP OF DEVICE DRIVERS]
- 3. All work performed under this Statement of Work by NCI shall be performed at NCI's time and materials rates in effect at the time and shall be subject to NCI's then-current terms and conditions and to the availability of NCI personnel.

FUJI ELECTRIC CO., LTD.

NETWORK COMPUTER, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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10.9 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of NCI's proprietary rights in the NCI Programs, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

10.10 Export Administration

FUJI ELECTRIC agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the NCI Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

10.11. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

The Effective Date of this Agreement shall be March 23, 1998.

FUJI ELECTRIC CO., LTD.

NETWORK COMPUTER, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NCI Legal *[Signature]*
NCI Finance *[Signature]*

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