

ORIGIN No. 5654

CEM SOFTWARE LICENSE AGREEMENT

TOBAR (UK) LIMITED
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Fax No: 0635 35834
Contact: Tony Speakman

(the "Licensee")

(the "Company")

This Agreement is entered into by and between Digital Research (UK) Ltd, ("the Company") and the Licensee set forth above ("Licensee"). This Agreement shall comprise the OEM Software License Agreement Terms and Conditions (including Exhibits) and Schedules attached hereto and stated below. This Agreement shall become effective when executed by the Company by signing as provided below. Digital Research Inc. has granted to the Company the right to grant licenses to reproduce, Use, supply, distribute and market DRI's Products.

SCHEDULES: A and B

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LICENSEE

DIGITAL RESEARCH (UK) LTD


Authorized Signature


Authorized Signature

Name (print or type)

Name (print or type)

ROLTON (MARTYN)

ROBERT GUAH

Title

FINANCE DIRECTOR

DIRECTOR

1. 11. 91

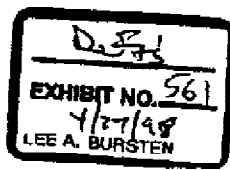
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1 DEFINITIONS

In this Agreement the terms

"DR" means Digital Research Inc. of Menlo Park, California U.S.A., the parent company of the Company.

"Licensed Program" means DR's computer programs including machine readable code, instructions and/or interpreted form specified in SCHEDULE A and all corrections, modifications and enhancements to such program made by DR and provided hereunder. Licensed Program does not include Source Code, nor any part of the Redistribution Kit included "Not for Redistribution".

"Use" means copying any portion of a Licensed Program into a microcomputer and/or transferring it to a microcomputer for processing of the machine instructions or statements contained in such machine code.

"Licensee" means the addressee, or transferee of the License to Use, reproduction and distribution of the Licensed Program subject to the provisions of this Agreement.

"Documentation" means any combination of DR's user manuals, program guides, system guides and related materials of DR or of the Company which includes the Use of the Licensed Program.

"Defined Hardware" means those computer hardware products manufactured by or for Licensee, purchased under Licensee's name and identified in SCHEDULE A.

"Product" means a Licensed Program or Documentation and any implementation of a Licensed Program and Documentation.

"End User Program License Agreement" means the End User Program License Agreement attached as an EXHIBIT and distributed by Licensee in the form described in the Software Redistribution Guide, or other form approved by the Company and attached as an EXHIBIT to this Agreement.

"Release" of a Licensed Program refers to the number prior to the decimal point of a Licensed Program identification number.

"Version" of a Licensed Program refers to the number after the decimal point of a Licensed Program identification number, for example, GEM Paint 3.2.6 is Release 2, Version 6 of the GEM Paint Licensed Program.

"Redistribution Kit" means a Licensed Program, Documentation, test and utilities that are shipped to Licensee for each Licensed Program specified in SCHEDULE A.

"Software Redistribution Guide" means the informational guide attached as an EXHIBIT and also supplied with each Redistribution Kit which specifies the requirements of the Company regarding reproduction, installation and distribution of the Product.

"Source Code" means a form of a Licensed Program in which the program logic is easily deduced by a human being, such as a printed listing of the program, or in an encoded machine-readable form, such as might be recorded on magnetic tape or disk, from which a printed listing can be made by processing it with a computer.

"Object Code" means the form of a Licensed Program resulting from the translation or processing of Source Code by a computer into machine language or intermediate code, and then in a form that would not be convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

"Derivative Works" means a revision, modification, translation, adaptation, or any other form in which such Program may be copied, transferred or adapted which, if prepared without the consent of the Company would constitute a copyright infringement.

2 LICENSE

2.1 The Company grants Licensee a nonexclusive, nontransferable worldwide license to reproduce and distribute each Licensed Program solely in conjunction with and for use on the Defined Hardware subject to the provisions of SCHEDULES A & B. Licensee shall have the right to distribute each Licensed Program to end users as part of such distribution pursuant to the terms and conditions of Section 9 hereof, through the use of the End User Program License Agreement.

2.2 Licensee shall have no right in Source Code to any Licensed Program and Licensee shall not have any right to create any Derivative Works of the Licensed Program and shall not disseminate, reverse assemble or reverse engineer such Licensed Program or attempt to determine the Source Code and permit others to do so.

2.3 Licensee may Use a Licensed Program internally for Licensee's own use for testing, demonstration, training, and other purposes by its own personnel. All copies distributed for such internal purposes shall be identified and registered in Licensee's name as though an end user copy, and shall count towards any royalty or quality limitation under this Agreement.

2.4 No license is granted for any use or reproduction of any Product for which the required payment has not been made by Licensee.

2.5 Licensee shall ensure that any Licensed Program or Documentation shall be distributed to and used in the form specified in the Software Redistribution Guide.

2.6 Licensee may make Defined Hardware specific I/O system implementations necessary for the operation of a Licensed Program on the Defined Hardware which may be bound upon Source Code supplied with the Redistribution Kit. Source Code shall be defined as an XIOS, BIOS, GIOS or NIOS listing which the Company may provide to Licensee to assist with machine specific implementations.

3 DELIVERY

3.1 Upon receipt and execution of this Agreement including the SCHEDULE B terms, the Company agrees to deliver the Redistribution Kit(s) and other deliverables specified in SCHEDULE A. All deliveries of any Product under this Agreement shall be made to Houston, Fort Worth, England.

4 PAYMENTS/TAXES

4.1 All payments provided for in this Agreement are inclusive of and Licensee shall pay, all sales, customs duties, excise, shipping and other charges. Payments shall be made in the currency specified in SCHEDULE B hereof.

4.2 All payments by Licensee to the Company shall be due as specified in SCHEDULE B. In no event shall Licensee be entitled to a refund of payments received here shall Licensee be relieved from any guarantee or minimum payment obligation, which obligations shall survive any termination of this Agreement.

4.3 If any payment, or any other sum due from Licensee under the Agreement, should become overdue, the Company may, without declaring Licensee to be in default, charge Licensee a late payment charge of one and one-half percent (1.5%) per month on the overdue balance, but not in excess of the level maximum.

5 RECORD KEEPING AND REPORTS

5.1 Licensee agrees to maintain shipment records (relating to the disposition of Product) Licensee shall prepare and submit monthly reports to the Company no later than thirty (30) days following the last business day of each calendar month which reports must be made on the Monthly Distribution Statement which is included in the Licensee each month by the Company. Each report must specify the quantity of any Product distributed by Licensee during that month. Where Licensee distributes copies of Licensed Programs in diskette or ROM in groups or blocks of hardware, logging and subsequent reporting by such groups is approved.

5.2 Licensee agrees to allow independent auditors of the Company to audit and analyze appropriate accounting records of Licensee to ensure compliance with all terms of this Agreement. Any such audit shall be performed by Licensee within fifteen (15) days of Licensee's receipt of the written request of the Company to audit, during normal business hours, at a mutually agreed upon time. The cost of such an audit will be borne by the Company unless a material discrepancy including negligence is demonstrated, in that additional amount then due to the Company is determined, in which case the cost of the audit shall be borne by the Licensee. A discrepancy shall be deemed material if it involves an adjustment of more than 5% of the quantity of Licensed Programs licensed under the appropriate Schedule, up to a maximum of One Thousand Five Hundred (\$1,500). Audits shall not interfere unnecessarily with Licensee's business activities.

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4.2 Licensee agrees to maintain and respect the trademark, trade name and copyright notices of any Licensed Program and Documentation in connection with its distribution and distribution of any Product. Licensee hereby agrees to include a reference to Digital Research and the Licensed Program(s) in any advertisement for the Defined Hardware. Licensee shall ensure compliance hereto by all Licensee's distributors and fulfillment of any obligations specified by Licensee shall read as specified in the Software Redistribution Guide. The Company retains the right to specify the quality and standards of all materials upon which the Company and/or DRI trademark or trade name is used. Failure by Licensee to adhere to such standards of quality shall be grounds for the Company to suspend Licensee's right to reproduce and distribute such Licensed Program and Documentation and such quality and standards of the Company's trademark and trade name.

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7.2 Licensee agrees to approximately estimate each copy of a Licensed Program in human readable form, as required and as specified in the Software Redistribution Guide using DRI's proprietary serialization format and using Licensee's unique origin number which will be assigned by the Company.

8 DOCUMENTATION

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9 DISTRIBUTION; EXPORT RESTRICTIONS

9.1 Licensee agrees to contractually require each entity in Licensee's chain of distribution to market and distribute the Licensed Program(s) and the Defined Hardware as a unit, and to prohibit any sale or distribution of the Licensed Program separate from the Defined Hardware. Licensee shall ensure prevention of any separation of the Licensed Program(s) and the Defined Hardware prior to their delivery to the final end user.

9.2 Licensee shall include a copy of the End User Program License Agreement with each copy of any Licensed Program distributed, in the format specified in the Software Redistribution Guide.

9.3 Licensee shall ensure that each intermediate entity in its chain of distribution to the final end user respects the Company's and/or DRI's copyright, trade name and trademarks, compliance with the Product handling, licensing and reporting requirements of this Agreement, and makes an unqualified copy of the Product.

9.4 End Users may use the Licensed Program for the term and in the manner provided for in the End User Program License Agreement.

Agreement. End User rights and obligations set forth therein will survive any termination of the relationship between Licensee and the Company.

9.5 Licensee warrants and hereby gives written assurance to the Company that it will do all things necessary to comply with the COMCOM and United States Export Administration and other applicable export laws and regulations as they apply to Licensed Programs, Documentation, Products and all other things delivered to, or derived from things delivered to, Licensee under this Agreement. Exhibit 3 attached hereto gives Licensee guidance as to the classification of Digital Research Licensed Programs. The Company can make no representation that the information in Exhibit 3 is current, and it reserves the Licensee's responsibility to ascertain the applicability of all Export Administration regulations.

10 PATENTS AND COPYRIGHTS

10.1 DRI and the Company will defend any action brought against the Licensee in the event that it is based upon a claim that a Licensed Program, furnished hereunder and used within the scope of a license granted hereunder, infringes a U.S. patent or U.S. copyright which registration is recognized and enforceable in and limited to those countries which are signatory to the Universal Copyright Convention, in which the U.S. is a party. The Company will pay resulting costs, damages and legal fees finally awarded against the Licensee in such action which are attributable to such claim provided that (1) the Licensee notifies the Company promptly in writing of any claim and (2) the Company has not received the defense of any such claim and all related settlement negotiations.

10.2 Should the Licensed Program become, or be likely to become, in the Company's opinion, the subject of a claim of infringement of such copyright or patent, the Company may procure for the Licensee the right to continue using the Licensed Program, or to make a replacement, in order to make a replacement, the Company shall have no liability for, and Licensee shall indemnify and hold the Company harmless from and against any claim based upon (1) use of other than a current unexpired release of the Licensed Program or (2) the operation or maintenance of the Licensed Program which was not DRI and/or non-Company products or data if such infringement would have been avoided but for such use, operation, or maintenance.

10.3 This Section 10 does not release the Company of its liability with respect to infringement of copyright or patent.

11 WARRANTY; SUPPORT; MAINTENANCE

11.1 The Company warrants only to Licensee that any Licensed Program described in SCHEDULE A will substantially conform to the specifications in the published Documentation for such Licensed Program in effect when Licensed Program(s) are shipped to Licensee. If Licensee finds within a period of 90 days after the date the Licensed Program is used in production, which significantly affects performance, and provides the Company with a written report, the Company will use reasonable efforts to correct promptly, at no cost to Licensee any such error or damage. This is Licensee's sole and exclusive remedy for any breach of express or implied warranties hereunder other than the warranty against infringement specified in Section 10 hereof. The Company's warranty and obligation shall extend for a period of six (6) months from the date the Company first delivers the Licensed Program to Licensee. The Company's warranty and obligation is solely for the benefit of Licensee, who has no authority to assign this warranty to any other person or entity. THE COMPANY MAKES NO WARRANTY THAT ALL ERRORS OR FAILURES WILL BE CORRECTED.

11.2 The Company agrees to make available to Licensee, for a period of twelve (12) months from the date the Company first delivers the Licensed Program to Licensee, the Company's current basic OEM support services consisting of verbal and written communication regarding problems and suggested advice.

11.3 The Company agrees to make available to Licensee, at no charge, as published during the term of this Agreement and only for so long as such Product is supported by the Company, support cards, patches and corrections and Documentation which correct errors or problems discovered in the then current Release and Version of the Product. Such patches, corrections and Documentation may be distributed by the Company in written or machine readable form, as an electronic reproduction format, at the Company's option, and shall be considered part of the Product hereunder. Maintenance as defined in this Paragraph 11.3 applies to new Versions of a Licensed Program, and Licensee may be available upon payment of the then current License fee.

11.4 Licensee is solely responsible for all costs provided to and used and for posting or to be distributed, delivered and end users of maintenance materials, and for making the charges required in the major reproduction diskette supplied with the Redistribution Kit, both of which Licensee agrees to do. Licensee is solely responsible for all verbal and written contact with the end users of Licensed Programs in the following context: (1) software maintenance patches and updates, and (2) software support: operational instruction, problem reporting, and technical advice.

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11.1 EXCEPT AS PROVIDED BY PARAGRAPH 11.1 ALL CONDITIONS (INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY WARRANTIES AND REPRESENTATIONS EXPRESSED OR IMPLIED BY STATUTE COMMON LAW OR OTHERWISE ARE HEREBY EXCLUDED.

12 CONFIDENTIAL INFORMATION

12.1 All documentation and information which is designated by DJI or Company as proprietary or confidential, including without limitation drawings, computer program listings, techniques, algorithms and processes and technical and marketing information ("Confidential Information") which is supplied by the Company to Licensee in connection with this Agreement (together with any documentation and information intended for distribution to third parties) shall be treated confidentially by Licensee and its employees and shall not be disclosed by Licensee to any third party in written or oral form, and information shall not be considered to be Confidential Information if it (1) is already or otherwise becomes publicly known through no act of the receiving party; (2) is lawfully received from third parties subject to no restriction of confidentiality; or (3) can be shown by the receiving party to have been independently developed by it prior to such disclosure.

12.2 Licensee shall not copy, reproduce, transmit, retransmit, disseminate or otherwise disclose in any way or by any means any Confidential Information, including translating it into another language, except in accordance with the terms and conditions of this Agreement. Licensee shall have no proprietary or other rights in any Confidential Information. Licensee shall be deemed to have agreed to grant the Company a license to use and reproduce such Confidential Information for the purposes of this Agreement.

13 LIMITATION OF LIABILITY

13.1 In no event shall DJI and/or the Company be liable for any loss of profits, loss of business, loss of use or of data, interruption of business, or for indirect, special, incidental or consequential damages or injury direct or indirect of any kind whether under this Agreement or otherwise. In no case will DJI and/or the Company be liable for any representation or warranty made to any third party by Licensee, any agent for Licensee, any distributor or dealer or other person or entity in the distribution chain.

13.2 Notwithstanding anything in this Agreement to the contrary, the entire liability of the Company to Licensee for damages concerning performance or non-performance by the Company or by any agent of the Company in connection with this Agreement shall be limited to the extent of the actual damages sustained by Licensee in connection with the subject matter of this Agreement. The limitation of liability shall not exceed the amount of the payments made hereunder by Licensee to the Company prior to such claim. **SAVE THAT THE COMPANY SHALL ACCEPT LIABILITY FOR DEATH OR SEVERE INJURY CAUSED BY ITS EMPLOYEES.**

14 TERM/TERMINATION

14.1 The term of this Agreement shall commence on the date executed by the Company and shall continue unless earlier terminated as provided in this Section 14 or otherwise rightfully terminated.

14.2 The Company may, at its option, terminate this Agreement herewith and the license granted hereunder if Licensee materially breaches any of Licensee's obligations under this Agreement. A material breach includes, but is not limited to, the following:

- a) Not shipping the Licensed Program in compliance with the Delivery Hardware; or
- b) Reproducing more than the prepaid licensed quantity of Licensed Program; or
- c) Shipping the Licensed Program without the required labeling; or
- d) Not providing the repairs required under Paragraph 5.1 hereunder; or
- e) Non-payment of any obligatory payments specified in a SCHEDULE.

In the event of a non-material breach, the Company shall provide Licensee, in writing, notice of such breach and a reasonable time period in which the breach must be remedied. Failure by the Licensee to remedy such breach within the remedy period shall enable the Company to terminate the license herewith.

14.3 Notwithstanding any other provision of this Agreement the occurrence of any of the following events shall, at the option of the Company, constitute an event of default under this Agreement enabling the Company to terminate this Agreement herewith:

- a) If a petition or action shall be filed or taken by or against Licensee under any law relating to insolvency, bankruptcy or suspension of payments;
- b) If a Receiver is appointed over the assets or undertaking of Licensee for any part thereof; or
- c) If Licensee enters into a deed of arrangement or makes an assignment for the benefit of creditors; or

14.4 Licensee covenants to function as a going concern or to order to be made or a resolution passed to that effect except for the purposes of amalgamation or reconstruction.

14.5 The obligations of Licensee in Section 12.8 shall survive termination of this Agreement and shall remain in effect until the expiry of such time as the Confidential Information becomes in the public domain or eight (8) years following the termination of this Agreement. Upon termination of the Agreement, Licensee shall disclose and mark and make no further use of property, materials and other items and all copies thereof belonging to the Company relating to this Agreement.

14.6 This Agreement is executory in nature and so long as Licensee has any continuing obligations hereunder, the Company shall be entitled to protect the greater reproduction rights of the Licensed Program and for this purpose in the event that Licensee fails properly to perform any obligation under this Agreement which would fully protect the proprietary rights of the Company or DJI, the Company may reserve the right to reproduce such master reproduction discloses as allowed and Licensee hereby grants an irrevocable right and license to the Company's service and agents to enter upon all or any of its premises during normal business hours. This right shall continue to subsist notwithstanding the termination of this Agreement for any reason and in without prejudice to any reserved rights of the Company hereunder.

14.7 Licensee understands and acknowledges that violation of Licensee's obligations hereunder to this Agreement and the SCHEDULES and EXHIBITS may cause the Company property loss and damage, which may not be recoverable at law, and Licensee agrees that the Company's remedies for breach of this Agreement may be in equity or by way of injunctive relief, as well as any other relief available, whether in law or in equity.

Nothing contained herein shall limit any other remedies which either party may have for the default of the other party under this Agreement.

15 ASSIGNMENT

This Agreement and the license granted hereunder are to a specific entity or its agent, not including corporate subsidiaries or affiliates of Licensee, and no rights hereunder are not assignable by Licensee nor are the obligations imposed on Licensee assignable. Any attempt by Licensee to sublicense, assign, or transfer the rights, duties or obligations under this Agreement in derogation thereof shall be null and void.

16 GENERAL

16.1 In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, then notwithstanding this Agreement shall remain in full force and effect, and such term or provision shall be deemed severed.

16.2 Neither party's right to require performance of the other party's obligations hereunder shall be affected by any previous waiver, forbearance, or course of dealing.

16.3 This is a license agreement. No agency, partnership, joint venture or other joint relationship is created hereby and neither Licensee nor Licensee's agents have any authority of any kind to bind the Company in any respect whatsoever.

16.4 Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labour disputes, riots, civil disturbance, acts of terrorism or insurrection of governmental authorities or suppliers, and such war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters or default of a common carrier.

16.5 Whenever in this Agreement either party's consent is required, such consent shall not unreasonably be withheld or delayed.

16.6 This Agreement constitutes the entire understanding between the Company and Licensee and supersedes all proposals, oral or written, and all communications between the parties relating to this Agreement. The terms and conditions of the Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Licensee, to the extent formally received by the Company or DJI. This Agreement may be modified only in writing signed by both parties.

16.7 Notices under this Agreement shall be sufficient only if mailed by certified or registered mail, return receipt requested or personally delivered to the parties. Notices by mail shall be deemed received three days after deposit. Notices to the Company or Licensee as appropriate, shall be sent to the address of such party specified in the front of this Agreement.

16.8 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

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1. DEFINITIONS - In this License Agreement, the terms:

- A. "DRI" means DIGITAL RESEARCH CORPORATION, 70 CALDEN COURT, P.O. BOX 201, MONTEREY, CALIFORNIA 94028. Owner of the copyright in, or authorized licensee of the program.
- B. "Machine" means the single microcomputer on which you use the program. Multiple CPU systems require additional licenses.
- C. "AUTHOR" means any third-party author and owner of the copyright in this program.
- D. "Read-Only Library" means the set of copyrighted language subroutines, routines and/or data language libraries, a portion of which must be linked to and become part of your program for that program to run on a computer.
- E. "DRI Licensee" means the Company who has reproduced this product and distributed it to you, under license from Digital Research, and whose name and address is stamped onto the reverse of this Agreement.

2. LICENSE

You may:

- a) use the program on a single machine and
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- c) modify the program and/or merge the program into another program for your use on the single machine. Any portion of this program merged into another program will continue to be subject to the terms and conditions of this Agreement; and
- d) transfer the program and license to another party if you notify DRI of the name and address of the other party and the other party agrees to accept the terms and conditions of this Agreement, and to pay the then current transfer fee. If you transfer the program, you shall, at the same time either transfer all copies, including the original, whether in printed or machine-readable form to the same party or destroy any copies not transferred; file printed or machine-readable portions of the program contained or merged into other programs.

If the package contains both 3.5" and 5.25" diskettes, you are only entitled to use one set of the diskettes in the slot appropriate for your Machine. You may not use the other diskettes on another Machine or a computer network, nor may you lease, rent, loan or otherwise transfer them to another user except as part of a transfer as expressly authorized hereunder.

You must register and include the copyright notice on any copy, modification or portion merged into another program.

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5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

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DRI Licensee warrants that each program that is designated by DRI Licensee as warranted in its program specifications, supplied with the program, will conform to such specifications provided that the program is properly used on a machine for which it was designed. If you believe that there is a defect in a warranted program such that it does not meet its specifications, you must notify DRI Licensee within the warranty period and in the manner set forth in the program specifications.

ALL OTHER PROGRAMS ARE PROVIDED "AS IS" AND OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING DISTRIBUTION OR DEALERS, NOR AUTHOR MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. IF THE PROGRAM PROVES DEFECTIVE, YOU (AND NOT DRI LICENSEE OR AUTHOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

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6. LIMITATIONS OF REMEDIES

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F SUPPORT SERVICE

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AUTHOR is an intended third-party beneficiary of all of the covenants, conditions, warranties and conditions imposed in this Agreement and shall be entitled to enforce the same by direct action.

This Agreement will be construed under the Uniform Commercial Code of the State of California.

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EXHIBIT B

EXPORT INFORMATION

12.9.91

In order to meet the License with the U.S. Dept. of Commerce Export Administration Regulations, the Company has obtained classification from the Office of Technology and Policy Assessment (OTPA), U.S. Dept. of Commerce. The License may refer to the list of Licensed Programs shown below for the export destination under:

Two categories of License have been stated as applying to DR Licensed Programs as shipped by Digital Research:

1. GTDR without Letter of Assurance
2. GTDR with Letter of Assurance

The Letter of Assurance is a letter from the company/person to whom the Licensed Program is to be shipped which states that they will not re-export the program to any of the restricted country groups Q, W, Y, S, Z (see attached sample list of country groups).

For ease of reference, please see the attached two diagrams which show the U.S. export license requirements as stated by the U.S. Department of Commerce.

No Licensed Programs may be exported to country groups S & Z (S. Africa, Cuba, North Korea, Vietnam and Cambodia).

This Exhibit B is for reference only. The Company will make no representation that the information contained in this Exhibit B is current and it remains the Licensee's obligation to ascertain the applicability of all U.S. Export Administration Regulations.

The following Licensed Programs are U.S. sourced Technical Data and are classified as GTDR without Letter of Assurance:

- | | |
|-------------------------------|-------------------|
| Academy Manager | IBM/AS/400 R.L.X. |
| Academy | IBM/AS/400 R.L.X. |
| Circle 80 and -86 | IBM/AS/400 R.L.X. |
| Circle Compiler -89 and -96 | IBM/AS/400 R.L.X. |
| Circle Compiler with graphics | IBM/AS/400 R.L.X. |
| Circle Plus R.L.X. | IBM/AS/400 R.L.X. |

- | | |
|-----------------------------------|-------------------|
| CP/M R.L.X. | IBM/AS/400 R.L.X. |
| CP/AS/400 | IBM/AS/400 R.L.X. |
| DR Assembler Plus Tech-88 and -86 | IBM/AS/400 R.L.X. |
| DR C | IBM/AS/400 R.L.X. |
| DR Circle-80 and -86 | IBM/AS/400 R.L.X. |
| DR Circle 77 | IBM/AS/400 R.L.X. |
| DR Circle 80 | IBM/AS/400 R.L.X. |
| DR Level II Circle | IBM/AS/400 R.L.X. |
| Dr Logo | IBM/AS/400 R.L.X. |
| Dr Logo (without DR Mod) | IBM/AS/400 R.L.X. |
| Dr Logo (without DR Mod) | IBM/AS/400 R.L.X. |
| Form 88 | IBM/AS/400 R.L.X. |
| OS/400 and -86 | IBM/AS/400 R.L.X. |
| OS/400-80 and -86 | IBM/AS/400 R.L.X. |
| OS/400-80 and -86 | IBM/AS/400 R.L.X. |
| PL/1 | IBM/AS/400 R.L.X. |
| Round MTS-80 and -86 | IBM/AS/400 R.L.X. |
| Paradox Basic | IBM/AS/400 R.L.X. |
| X/GEM | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |
| IBM/AS/400 | IBM/AS/400 R.L.X. |

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none

COUNTRY GROUPS

Export Licensing General Policy And Related Information

Supplement No. 1 to Part 120 Appendix 1

For export control purposes, foreign countries are categorized into seven country groups designated by the symbols "Q", "S", "T", "Y", "W", "X", and "Z". Listed below are the countries included in each country group. Canada is not included in any country group and will be referred to by name throughout the Export Administration Regulations.

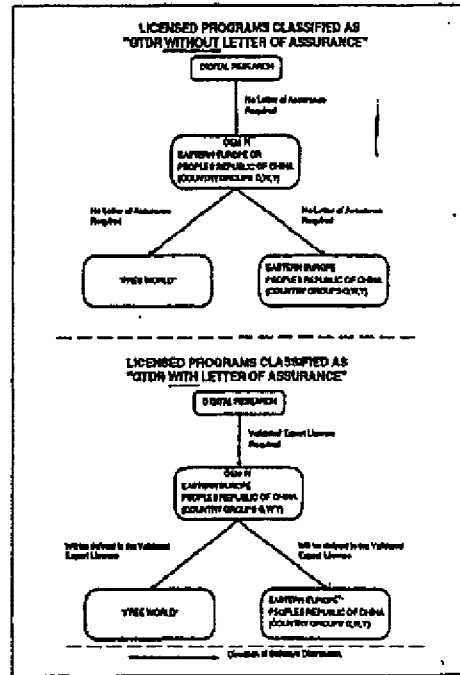
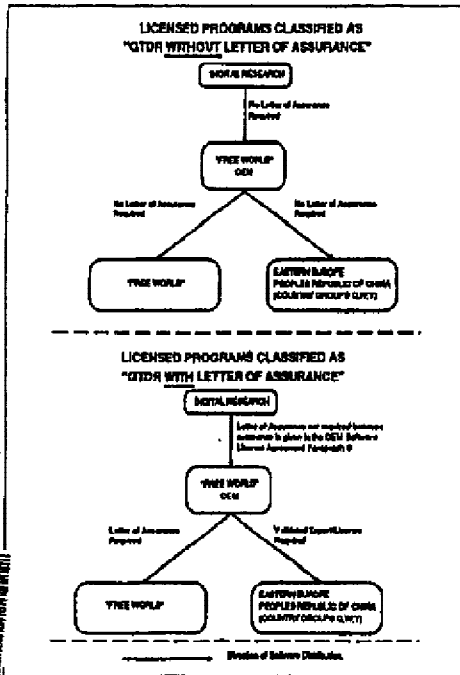
- Country Group Q
- Russia
- Country Group S
- Libya
- Country Group T
- North America
- Northern Area
- Greenland
- Miquelón and St. Pierre Islands
- Southern Area
- Mexico (including Central and Baja California Islands)
- Central America
- Belize
- Costa Rica
- El Salvador
- Guatemala
- Northern (including Bahía and Santa Fe Islands)
- Nicaragua
- Panama
- Caribbean and Caribbean Area
- Antigua
- Bahamas
- Belize
- Dominican Republic
- French West Indies
- Guinea (including Guinea and Togo Islands)
- Jamaica
- Luxembourg and Windward Islands
- Netherlands Antilles

- Tinian and Tonga
- South America
- Northern Area
- Colombia
- French Guiana (including Guiana)
- Guayana Francesa
- Venezuela
- Western Africa
- Chad
- Ethiopia (including the Galapagos Islands)
- Guinea
- Eastern Area
- Argentina
- Brazil
- Falkland Islands (also Malvinas)
- Paraguay
- Uruguay
- Country Group Y
- All countries not included in any other country group (except Canada)
- Country Group W
- Hungary
- Poland
- Country Group X
- Albania
- Bulgaria
- Czechoslovakia
- Estonia
- Czechoslovak Republic (including East Berlin)
- Latvia
- Lithuania
- Mongolian People's Republic
- Union of Soviet Socialist Republics
- Country Group Z
- Cuba
- Cambodia
- North Korea
- Vietnam
- Export Administration Regulations - October 1, 1981

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DIGITAL RESEARCH

SOFTWARE REDISTRIBUTION GUIDE

Reproduction, Serialization and Distribution Guidelines

Copyright Guidelines

Trademark Guidelines

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PROTECTED AND UNCLASSIFIED INFORMATION
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REPRODUCTION, SERIALIZATION AND DISTRIBUTION GUIDELINES

I. REPRODUCTION AND SERIALIZATION

The purpose of DRI's serialization requirements is to ensure that DRI software programs are not distributed in any form, without the proper address serial number, which includes the proper product code and serial number, limited on the Diskette label or the ROM chip. The serial number pertains to DRI and you, the Licensee, to trace the origin of the software, thereby helping to deter unauthorized reproduction of DRI's software programs.

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SERIALIZATION PROCEDURE

Serialization number format for Diskette labels:

Table with 3 columns: 1234 (4-digit product code), 5678 (DRI assigned 4-digit serial number), 9012 (Licensee assigned 4-digit serial number)

Serialization number format for ROMs:

Table with 2 columns: 1234 (4-digit product code), 5678 (DRI assigned 4-digit serial number)

Licensee shall cause the following to appear within the machine readable code of the Licensed Program being placed in ROMs. Copyright © 1983 DIGITAL RESEARCH INC. All Rights Reserved. Serialization number format including serial date price in alpha. The Serialization ID will include the necessary serial numbers. Licensee Licensee must add nothing to this.

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Licensee must ship the following with each Licensed Program: 1. Diskettes / ROM (with Disk) containing the Licensed Program and 2. End User Program License Agreement; and, as Licensee's option:

3. One copy of any or all of the manuals comprising the Licensed Program Documentation

- 1. Diskettes
a. Initialization - see paragraph I above
b. Labeling - see paragraph III in the Copyright Guidelines, plus follow the instructions set out below.
Licensee must place on the Diskette a label bearing the information described below:
1. Licensee's company name must appear, preferably in Licensee's standard logo format. In addition, Licensee must use the "Licensee" from Digital Research.
2. Product Name: This is the name of the Digital Research Licensed Program. You may get this name from the Master Disk supplied in the Initialization Kit.
3. Release and revision numbers: You may get this information from the Master Disk supplied in the Initialization Kit.
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5. Production Month/Year: You may get this from the Master Disk supplied in the Initialization Kit.
6. Copyright year(s): The year of first copyright and most current year of copyright must be stated here. There may be found in the internal copyright notice in the machine readable code of the Master Disk supplied with the Initialization Kit.
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- ROM
a. Serialization - see paragraph II above
b. Labeling - see Instructions set out below.
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b. Type over the ES/LA replacing, in paragraph 1E, "the Company _____" by Licensee's full name and address and replacing "DRI Licensee" with Licensee's company name throughout the ES/LA.

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2. CP/M trademark.

CAPTION:

1. Software compatible with Digital Research products.
2. A registration for use with CP/M software.
3. The trademark "GEM" and "TM" together with a function should be in a readable style of type.
4. Trademarks should not be used in white, in plural form, or in possessive form.

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NOTICE:

1. "GEM users."
2. "Concurrent DOS users."

CAPTION:

1. "GEM software users."
2. "Concurrent DOS software users."

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2. "Digital Research Expanded Memory Board"

CAPTION:

1. "A memory board using PicoOS software."
2. "An expanded memory board for use with Digital Research software."

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NOTICE:

1. "Make your Concurrent DOS 3.0 users."

CAPTION:

1. "Make your Concurrent DOS operating system do more!"

D. Trademarks should be followed by the generic name of the product. A trademark is a proper adjective and should be followed by the common descriptive name (noun) of the product.

CAPTION:

1. "GEM software."
2. "DR DOS operating system."

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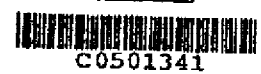
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DRUK OEM AGREEMENT

SCHEDULE A - Page 2

The ID Labels are 'tamper evident' such that, once they are attached to a diskette label or ROM chip, they cannot be removed without destroying the label. In the event that a user returns to Licensee a damaged or defective diskette for replacement, Licensee shall not be able to remove the diskette label from the damaged or defective diskette and re-use it.

- c. Licensee after receipt of the prepayment(s) stated in Schedule B hereto; Licensee is only licensed to ship the number of units for which payment has been received by the Company, as stated in paragraph 2.5 of the OEM Software License Agreement Terms and Conditions.
- d. The prices, terms and conditions hereunder are offered only until 28th October 1991.

- End of Schedule A -

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DRINK OEM AGREEMENT

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STANDARD PAYMENT OBLIGATIONS

<u>Licensed Program(s)</u>	<u>O/S Env</u>	<u>#copies Licensed</u>	<u>Per copy Price</u>	<u>Amount Due</u>
DR DOS Release 6.0	N/A	5,000	£12.50	£62,500.00

OTHER PAYMENT OBLIGATIONS

<u>Licensed Program(s)</u>	<u>Item</u>
----------------------------	-------------

None

Total Payment Obligations £62,500.00

DUE AND PAYABLE AS FOLLOWS:

£12,500.00 by or before 28th October 1991
£12,500.00 by or before 30th November 1991
£12,500.00 by or before 31st January 1992
£12,500.00 by or before 31st March 1992
£12,500.00 by or before 30th April 1992

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DR DOS OEM AGREEMENT

SCHEDULE A - PRODUCT(S) SPECIFICATIONS AND DELIVERABLES

1. ~~"Licensed Program(s)"~~ Covered, and Operating System Environment:
(Include language, Release and version number, and contents)

DR DOS Release 6.0 English & German Language Versions comprising:
ViewMAX, Utilities, Command.COM, BatteryMAX and Kernel

2. "Defined Hardware" for which Licensed Program(s) are licensed:

Lion 266, 386 & 486

3. Microprocessor(s) on which Licensed Program(s) run(s):

Intel 80286, 80386, 80486

4. Product(s) Deliverables

Redistribution Kit: Sample End User Program License Agreement, release notes, one(1) complete set of documentation in printed form which details operational specifications and functions of the Licensed Program(s), master disks for the Licensed Program(s) and DRI Software Redistribution Guide.

5. Special Terms:

- a. The Licensed Program Redistribution Kits include an end user copy of certain tools which are to be used by the Licensee solely for the purpose of developing the I/O portion of the operating system. The Licensee is not authorized to reproduce such tools for distribution internally or to End Users under this Amendment.

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