

PLAINTIFF'S
EXHIBIT
4421
Comes v. Microsoft

2-GEN ZEOS 51625

SIGNED
ORIGINAL

LICENSE AGREEMENT

for

MICROSOFT® MS-DOS
VERSION 4.01 & 3.3

Between

MICROSOFT CORPORATION,
a Delaware Corporation,

and

ZEOS INTERNATIONAL LTD.,
a Minnesota Corporation

Effective Date: January 1, 1990

Microsoft Contract #4934-0022

Date of Issue: January 3, 1990

PLAINTIFF'S
EXHIBIT
1310
A. No. 2:96CV645B

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ENTERED

FEB 28 1990

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MSC 5007986
Highly Confidential

MICROSOFT LICENSE NO.

4934-0022

MS-PCA 1194019
CONFIDENTIAL

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 1st day of January, 1990 ("Effective Date"), by and between MICROSOFT CORPORATION, a Delaware corporation, with offices at One Microsoft Way, Redmond, WA 98052-6399 (hereafter "MS"), and ZEOS INTERNATIONAL LTD., a Minnesota corporation (hereafter "COMPANY").

The parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "COMPANY" shall include any subsidiary of COMPANY, provided that COMPANY hereby guarantees its subsidiary's performance under this Agreement and the subsidiary agrees in writing with COMPANY to be bound by the terms of this Agreement. A "subsidiary" is a company in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is owned or controlled by COMPANY, but only so long as such ownership or control exists.

(b) "Customer System" shall mean the single user/single CPU computer system product(s) described in the Exhibit(s) M marketed and distributed under COMPANY's trademark(s) or product name(s).

(c) "OnLine" shall mean MS' then standard electronic product support service offered to OEMs.

(d) "Product" or "Products" shall mean the MS software products described in the attached Exhibits C, including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(e) "Product Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the left of the decimal point in the Product version number [(x).xx].

(f) "Version Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the tenths digit in the Product version number [x.(x)x].

(g) "Update Release" shall mean a release of Product which is designated by MS in its sole discretion as a change in the digit(s) to the right of the tenths digit(s) in the Product version number [x.x(x)].

(h) "Upgrade" shall mean a replacement copy of the Product provided to an existing end user of the Product on a Customer System. COMPANY shall establish a reasonable procedure to assure the return or destruction of any replaced Product. The packaging for Upgrade Product shall indicate that it is intended as an "upgrade" only (or similar wording) and not for use by a new customer. Copies of Product not strictly in conformance herewith shall not be considered Upgrade Product.

2. LICENSE GRANT

(a) MS grants to COMPANY the following nonexclusive, worldwide license rights:

(i) to adapt the Product as necessary to enable it to execute on COMPANY's Customer System(s);

(ii) to reproduce and manufacture the Product in object code form; and

(iii) to distribute directly or indirectly and license the Product in object code form to end users, under the terms of COMPANY's end user license agreement.

All rights not expressly granted, including without limitation translation rights, are reserved by MS.

(b) COMPANY's license shall extend to, and each Product shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4 and elects to distribute under this Agreement. The per copy or per system royalties for new Version Releases may be increased in accordance with the applicable Exhibit C. COMPANY's license hereunder shall not extend to Product Releases.

(c) MS further grants COMPANY the right to modify, reproduce, publish and sell the Product documentation as a component of the Product, provided that COMPANY's modifications shall not render the Product documentation incomplete or inaccurate. COMPANY shall not translate the Product documentation without MS' written consent.

(d) COMPANY's rights hereunder shall not extend to Product source code unless Exhibit S1 is attached and executed.

(e) COMPANY shall deliver to MS, in source and object form, any "adaptation code" it writes to enable the Product to execute on its Customer System(s), and COMPANY hereby grants MS a nonexclusive, perpetual, royalty-free license to use such "adaptation code" for the sole purpose of supporting COMPANY.

(f) MS agrees to negotiate in good faith with COMPANY to license products not available to COMPANY under this Agreement upon MS' then applicable terms and conditions.

3. PRICE AND PAYMENT

(a) COMPANY agrees to pay MS the amount(s) and within the times stated in this Section 3, Exhibit B and Exhibit(s) C. COMPANY's obligation to pay such amounts is unconditional except as is otherwise expressly stated to the contrary herein. Prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's production, storage, licensing, sale, transportation, import, export or use of a Product. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide an exemption

certificate acceptable to MS and the applicable authority. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due.

(b) Except where otherwise provided, COMPANY agrees to make quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter. COMPANY's quarterly report shall provide the information described in the applicable Exhibit C for each Product licensed hereunder, and shall be signed by a duly authorized representative of COMPANY. COMPANY shall submit quarterly reports for each full or partial calendar quarter during the term of this Agreement, even if no royalties or other amounts are due for such quarter. COMPANY shall use the royalty reporting form attached as Exhibit R, or other form as agreed by the parties.

(c) No royalty shall accrue to MS for copies of a Product (i) used solely for testing systems; (ii) shipped as replacement copies for copies found to be defective in materials, manufacture, or reproduction; (iii) used for demonstrations to prospective customers, such demonstration copies not to exceed one hundred (100) copies; or (iv) sample copies provided to MS under Section 7(b).

4. ACCEPTANCE AND WARRANTY

(a) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of the first version of a Product licensed hereunder, COMPANY shall either accept such Product or report deviations from specifications in writing. COMPANY is not required to accept or reject test versions of a Product (e.g., Alpha or Beta test versions). Conformance to specifications as referenced in the applicable Exhibit C shall solely determine acceptability. If COMPANY does not report deviations from Product specifications within the thirty (30) day period, or if COMPANY ships the Product to a customer for revenue, COMPANY shall be deemed to have accepted the Product.

(b) If COMPANY reports any deviations from Product specifications prior to acceptance then MS shall have sixty (60) days to correct such deviations. Upon delivery of a corrected release of Product to COMPANY, COMPANY shall have thirty (30) days in which to re-evaluate the corrected release for conformance to specifications as provided in Section 4(a). If any deviations from specifications reported before acceptance are not eliminated in the sixty (60) day correction period, then as COMPANY's sole remedy (i) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (ii) the correction period may be extended as may be agreed by the parties, or (iii) failing any agreement, COMPANY may reject the Product, and provided that COMPANY has rejected the first version of each released Product licensed under this Agreement, then COMPANY shall be entitled to a refund of one hundred percent (100%) of the payment due on signing as specified in Exhibit B and this Agreement shall immediately terminate. COMPANY shall not have the right to a refund of prepaid royalties, or to terminate this Agreement, if it has accepted any Product under this Agreement.

(c) COMPANY shall evaluate each new Update Release and Version Release of a Product and either accept or reject it in writing within thirty (30) days after its receipt by COMPANY. Conformance with specifications provided by MS

shall solely determine acceptability. If COMPANY does not reject the Update or Version Release within such thirty (30) day period, or if COMPANY ships the Update or Version Release to a customer, COMPANY shall be deemed to have accepted it.

(d) MS represents that each Product meets the specifications referenced in the applicable Exhibit C. If COMPANY reports any deviations from specifications in a Product following acceptance and during the term of this Agreement, then as COMPANY's sole remedy MS agrees to use reasonable efforts to correct such deviations. COMPANY's notice of any deviations from Product specifications shall be made using the OnLine system or the notice provisions of Section 15. MS' obligations under this Section 4(d) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of an Update Release or Version Release with a higher version number which conforms to specifications as provided in Section 4(c).

(e) If any Product licensed hereunder has not yet been released by MS, MS shall have no liability for failure to deliver such Product by any particular date or within the term of this Agreement. COMPANY shall not distribute for revenue any release of a Product until MS gives its written approval of such distribution by its OEMs generally or upon receipt by COMPANY of final Binary Adaptation Kit from MS.

5. TITLE, PATENT AND COPYRIGHT INDEMNIFICATION

(a) MS represents and warrants that:

(i) it has sufficient right, title, and interest in each Product to enter into this Agreement;

(ii) the Products do not infringe upon any U.S. patent or U.S. copyright; and

(iii) the Products do not violate the trade secret rights of a third party.

MS agrees to indemnify, hold harmless, and defend COMPANY from and against any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranties (hereinafter "Infringement Claims"); provided MS is notified promptly in writing of an Infringement Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same.

(b) Following notice of an Infringement Claim, MS may at its expense, without obligation to do so, procure for COMPANY the right to continue to market, use and have others use, the alleged infringing Product or, without obligation to do so, may replace or modify the Product to make it non-infringing. If MS elects to replace or modify the Product, such replacement shall meet substantially the specifications as provided or referenced in the applicable Exhibit C and shall be subject to the acceptance provisions of Section 4(c).

(c) MS shall have no liability for any Infringement Claim based on COMPANY's (i) use or distribution of any Product after MS' notice that

COMPANY should cease use or distribution of such Product due to an Infringement Claim, or (ii) combination of a Product with a non-MS program or data, if such Infringement Claim would have been avoided by the exclusive use of the Product. For all Infringement Claims arising under this Section 5(c), COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

(d) MS shall have no obligation to COMPANY for any Infringement Claims made against COMPANY which arise from the use or distribution of a Product outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Economic Community, Sweden, Norway, and Finland, and COMPANY hereby releases and discharges MS from any and all Infringement Claims resulting from such use.

6. LICENSE RESTRICTIONS

(a) COMPANY shall market and distribute each Product only to end user purchasers of COMPANY's Customer System(s). COMPANY's Product packaging shall clearly indicate that the Product is intended for use only on such Customer System(s). COMPANY shall require its distributors, dealers and others in its distribution channels to comply with the foregoing.

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product.

(c) COMPANY shall distribute and license the use of Product to end users only pursuant to its end user license agreement ("EULA"). COMPANY's EULA may be a "break-the-seal" end user license agreement or a signed end user license agreement. COMPANY's EULA shall conform substantially to the applicable "Microsoft License Agreement" attached as Exhibit A or A1, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product. The limitations of liability and remedies in COMPANY's EULA shall inure to the benefit of MS. COMPANY shall be the "Licensor" under its EULA.

(d) COMPANY shall not reproduce, duplicate, copy or otherwise permit the manufacture of Product software except on COMPANY premises by COMPANY employees, unless the following conditions are satisfied:

(i) COMPANY and its outside contractor enter into a written agreement (hereafter "Replication Agreement") that expressly provides that MS is a third party intended beneficiary of the Replication Agreement with rights to enforce such agreement, and that requires contractor:

- a) to comply with obligations identical to those imposed on COMPANY by Sections 7(a), 11(a), 11(b), 13 and 14,
- b) to halt reproduction of the Product upon notice from COMPANY or MS of the termination or expiration of this Agreement, and
- c) to pay MS or COMPANY's attorneys' fees if COMPANY or MS employs attorneys to enforce any rights arising out of the Replication Agreement;

(ii) COMPANY guarantees its contractors' fulfillment of the applicable obligations imposed on COMPANY by this Agreement; and

(iii) COMPANY indemnifies MS for all damages of any kind, without limitation, caused by a breach of the Replication Agreement by a contractor.

7. COPYRIGHT NOTICES; TRADEMARKS

(a) COMPANY will cause to appear on the container and labels of each copy of Product, the copyright and patent notices for the Product that appear on the applicable release of the Product as provided to COMPANY pursuant to Section 2 hereof (or if none, the copyright and patent notices as specified in the applicable Exhibit C). COMPANY will cause to appear as part of the sign-on message for each Product, the applicable MS copyright notice. COMPANY shall cause to appear on the title page of each volume of its documentation, and at any other location where any copyright notice appears, the MS copyright notices that appear in the release of Product documentation from which COMPANY's documentation is derived.

(b) COMPANY shall market the Product only under the Product name(s) for such Product as specified in the applicable Exhibit C, and COMPANY agrees to use the appropriate trademark symbol (either "™" or "®" in a superscript, as provided in the Exhibit C) and clearly indicate MS' ownership of its trademark(s) whenever the Product name is first mentioned in any advertisement, brochure or in any other manner in connection with the Product. COMPANY's name and/or trademarks shall not be displayed in relation to the Product name in a manner which suggests that COMPANY's name and/or trademarks are part of the Product name. COMPANY agrees to maintain the high level of quality accorded products associated with and marketed by MS under MS' trademarks. COMPANY shall not use or display any MS logo in its materials or packaging without MS' prior written permission. COMPANY shall not use or imitate the trade dress of MS products. COMPANY's name and/or trademarks shall be displayed on the packaging and disk labels for the Product at least as prominently as the name "Microsoft." COMPANY shall submit the Product in proposed finished goods (including software, EULA and documentation) to MS for approval prior to distribution, which approval shall not be unreasonably withheld. COMPANY agrees to use a unique identifier such as bar codes or serial numbers on the manufactured products. COMPANY shall submit the Product in proposed finished goods form (including software and documentation) to MS for approval prior to distribution, which approval shall not be unreasonably withheld. COMPANY shall, upon request, provide MS samples of all COMPANY literature which uses Product name(s). COMPANY shall provide MS with five (5) copies of the Product in finished goods form, once ready, for distribution.

(c) COMPANY shall market each release of Product only under the version number assigned by MS to such release.

(d) MS, at its own expense, will settle or defend and pay any damages, costs, and expenses, including reasonable attorneys' fees, resulting from any claim made against COMPANY by a third party for infringement or alleged infringement of the trademark, trade name or product name rights of such third party, or for unfair competition resulting from COMPANY's use of MS' trademarks, trade names or product names, in the countries listed in Section 5(d); provided, that COMPANY promptly notifies MS of any such claim. In meeting its obligations hereunder, MS may, without obligation to do so, procure for COMPANY the right to continue to use the trademark, trade name, or product name on the Product.

8. PROHIBITION AGAINST ASSIGNMENT AND SUBLICENSE

This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by COMPANY without the prior written approval of MS. COMPANY shall give MS ninety (90) days prior written notice of its desire to assign this Agreement. Notwithstanding the foregoing, COMPANY may assign this Agreement to any purchaser of substantially all the assets of COMPANY's computer systems products business upon thirty (30) days prior written notice to MS.

9. TERM OF AGREEMENT

(a) Provided this Agreement has been properly executed by COMPANY and by an officer of MS, the initial term of this Agreement ("Initial Term") shall run from the Effective Date until the earlier of: (i) two (2) years from the first date of shipment of any Product by COMPANY to a customer for revenue; or (ii) two (2) years and six (6) months from the Effective Date. COMPANY shall give MS written notice of the first date of shipment of any Product by COMPANY to a customer for revenue.

(b) Provided that this Agreement has not been terminated by MS and COMPANY has complied with all the terms and conditions hereof, then COMPANY may extend the term of this Agreement for up to five (5) additional one (1) year period(s) by giving MS written notice of its intent to do so at least three (3) months prior to the expiration of the Initial Term or any succeeding term. Unless otherwise agreed by the parties, the minimum commitment applicable to the final annual period of the Initial Term as described in Exhibit B shall apply to each additional one (1) year period.

10. DEFAULT AND TERMINATION

(a) This Agreement may terminate if any of the following events of default occur: (i) if either party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 13 or makes an assignment in violation of Section 8; (iii) if COMPANY becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by COMPANY; or (v) if such a petition is filed by any third party, or an application for a receiver of COMPANY is made by anyone and such petition or application is not resolved favorably to COMPANY within sixty (60) days.

(b) Termination due to a breach of Sections 6, 13, or (if applicable) 19 shall be effective upon notice. In all other cases termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

(c) In the event of COMPANY's default, MS may terminate this Agreement in its entirety or as to any individual Product(s). Termination of this

Agreement as to any particular Product(s) will not affect the terms and conditions of this Agreement as they apply to the other Product(s) licensed under this Agreement.

11. OBLIGATIONS UPON TERMINATION

(a) Within ten (10) days after termination or expiration of this Agreement, COMPANY shall return to MS all full or partial copies of each Product in COMPANY's possession or under its control, including, if applicable, copies of the Product in source code form. COMPANY and each subsidiary of COMPANY may, however, retain one copy of each Product in object code form and one copy of the Product documentation to be used solely for support purposes.

(b) From and after termination or expiration, COMPANY shall not use internally nor employ any Product as part or portion of any product that COMPANY may use, sell, assign, lease, license, or transfer to third parties. COMPANY shall cease and desist from all use of any Product name(s) and associated trademark(s) and, upon request, deliver to MS or its authorized representatives or destroy all material upon which the Product name(s) and the associated trademarks appear.

(c) Termination of this Agreement as a result of COMPANY's default shall result in acceleration of COMPANY's obligation to pay all sums COMPANY contracted to pay under this Agreement, including all minimum commitment payments as described in Exhibit B.

(d) End user licenses properly granted pursuant to this Agreement and prior to termination of this Agreement shall not be diminished or abridged by termination of this Agreement.

(e) Sections 12, 13, 14, 15, 16(a), 17, 18(a) and 18(b) shall survive termination of this Agreement.

12. LIMITATION OF LIABILITY AND REMEDY

(a) MS' liability to COMPANY under any provision of this Agreement, including Section 5, or any transaction contemplated by this Agreement shall be limited to one hundred percent (100%) of the amount having then actually been paid by COMPANY to MS under Section 3. MS' limitation of liability is cumulative with all MS' expenditures being aggregated to determine satisfaction of the limit. The existence of claims or suits against more than one Product licensed under this Agreement will not enlarge or extend the limit. COMPANY releases MS from all obligations, liability, claims or demands in excess of the limitation. The parties acknowledge that other parts of this Agreement rely upon the inclusion of this Section 12.

(b) The rights and remedies granted to COMPANY under Sections 4 and 5 constitute COMPANY's sole and exclusive remedy against MS, its officers, agents and employees for negligence, inexcusable delay, breach of warranty, express or implied, or for any default whatsoever relating to the condition of the Product or MS' duties to correct any deviations from specifications.

SECTIONS 4 AND 5 CONTAIN THE ONLY WARRANTIES MADE BY MS. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. COMPANY AGREES MS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. NONDISCLOSURE AGREEMENT

COMPANY expressly undertakes to retain in confidence and to require its distributors to retain in confidence all information and know-how transmitted to COMPANY by MS that MS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, COMPANY shall have no obligation to maintain the confidentiality of information that (i) it received rightfully from another party prior to its receipt from MS; (ii) MS has disclosed to a third party without any obligation to maintain such information in confidence; or (iii) is independently developed by COMPANY. Further, COMPANY may disclose confidential information as required by governmental or judicial order, provided COMPANY gives MS prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure. COMPANY shall treat all Product adaptation materials (including source code) as confidential information and shall not disclose, disseminate or distribute such materials to any third party without MS' prior written permission. COMPANY shall treat the terms and conditions of this Agreement as confidential; however, COMPANY may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of COMPANY's business. COMPANY's obligation under this Section 13 shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of COMPANY or ten (10) years following termination or expiration of this Agreement.

14. AUDITS

(a) During the term of this Agreement, COMPANY agrees to keep all usual and proper records and books of account and all usual and proper entries relating to each Product licensed.

(b) MS may cause an audit to be made of the applicable records in order to verify statements issued by COMPANY and prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted by an independent certified public accountant selected by MS (other than on a contingent fee basis) and shall be conducted during regular business hours at COMPANY's offices and in such a manner as not to interfere with COMPANY's normal business activities. Any such audit shall be paid for by MS unless material discrepancies are disclosed. "Material" shall mean the lesser of Ten Thousand Dollars (US\$10,000.00) or five percent (5%) of the amount that should have been reported. If material discrepancies are disclosed, COMPANY agrees to pay MS for the costs associated with the audit. In no event shall audits be made more frequently than semi-annually unless the immediately preceding audit disclosed a material discrepancy.

(c) Neither the right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless expressly agreed to in writing by the party having such right.

(d) In the event that MS makes any claim with respect to an audit, upon COMPANY's written request MS will make available to COMPANY the records and reports pertaining to such audit prepared by MS' independent auditor.

15. NOTICES AND REQUESTS

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

COMPANY: ZEOS INTERNATIONAL LTD.
530 5th Avenue N.W., Suite 1000
New Brighton, MN 55112

Attention: Mr. Greg Herrick
Telephone: (612) 633-4591

With Copy To:
COMPANY: ZEOS INTERNATIONAL LTD.
530 5th Avenue N.W., Suite 1000
New Brighton, MN 55112

Attention: Legal
Fax: (612) 633-1175

BILL TO:
COMPANY: ZEOS INTERNATIONAL LTD.
530 5th Avenue N.W., Suite 1000
New Brighton, MN 55112

Attention: Finance

SHIP TO: ZEOS INTERNATIONAL LTD.
530 5th Avenue N.W., Suite 1000
New Brighton, MN 55112

Attention: Receiving - Larry Johnson

MS: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Vice President, OEM Group

With Copy To: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

Attention: Law & Corporate Affairs
Fax: (206) 883-8101

or to such other address as the party to receive the notice or request so designates by written notice to the other. For other correspondence to MS, the address is:

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399

16. CONTROLLING LAW; NO FRANCHISE

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and COMPANY consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the Washington Long Arm Statute.

(b) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise as defined in the Washington Franchise Investment Protection Act, RCW 19.100, as amended, or 16 CFR Section 436.2(a). The price and payment described in Section 3 of this Agreement shall be construed as a royalty fee for the rights granted in Section 2 of this Agreement, and not as a franchise fee.

17. ATTORNEYS' FEES

If either MS or COMPANY employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

18. GENERAL

(a) Any Product which COMPANY licenses or acquires under this Agreement for or on behalf of the United States of America, its agencies and/or instrumentalities, is provided to COMPANY with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

(b) COMPANY hereby agrees that it does not intend to and will not knowingly, without the prior written consent, if required, of the office of Export Administration of the U.S. Department of Commerce, Washington D.C. 20230, export or reexport directly or indirectly any of the Products to Afghanistan, the Peoples Republic of China, or to any group Q, S, W, Y, or Z country specified in Supplement No. 1 to Section 770 of Export Administration

Regulation issued by the U.S. Department of Commerce or to any other country to which such transmission is restricted by such regulations or applicable statutes.

(c) This Agreement does not constitute an offer by MS. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of COMPANY and MS by their respective duly authorized representatives. Unless agreed to in a separate writing signed by both parties, any statement appearing as a restrictive endorsement on a check or other instrument which purports to modify a right, obligation or liability of either party shall be of no force and effect, and the payee party shall be free to negotiate such check notwithstanding such void endorsement.

(d) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If this Agreement as it relates to any Product(s) licensed hereunder shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable or if this Agreement is terminated as to particular Product(s), this Agreement shall remain in full force and effect as to the remaining Product(s).

(e) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(f) The Section headings used in this Agreement and the attached Exhibits are intended for convenience only and shall not be deemed to supersede or modify any provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION

ZEOS INTERNATIONAL LTD.

By

By

Jon A. Shirley
Name (Print)

Mr. Greg Herrick
Name (Print)

President
Title

President
Title

Date

2/12/90

Date

1-25-90

Date of Issue: January 14, 1990.

This Agreement shall be deemed to be invalid, unless executed by COMPANY and returned to MS within thirty (30) days of the above "Date of Issue".

EXHIBIT A

MICROSOFT LICENSE AGREEMENT
(Single User Products)

This is a legal agreement between you, the end user, and Microsoft Corporation. BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND.

MICROSOFT SOFTWARE LICENSE

1. GRANT OF LICENSE. Microsoft grants to you the right to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer or computer terminal at the same time.

2. COPYRIGHT. The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE.

4. DUAL MEDIA SOFTWARE. If the SOFTWARE package contains both 3-1/2" and 5-1/4" disks, then you may use only the disks appropriate for your single-user computer. You may not use the other disks on another computer or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

LIMITED WARRANTY

LIMITED WARRANTY. Microsoft warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

EXHIBIT A
(Continued)

CUSTOMER REMEDIES. Microsoft's entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. MICROSOFT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICROSOFT PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

This Agreement is governed by the laws of the State of Washington.

Should you have any questions concerning this Agreement, or if you desire to contact Microsoft for any reason, please write: Microsoft Customer Sales and Service/One Microsoft Way/Redmond, WA 98052-6399.

EXHIBIT A1

MICROSOFT LICENSE AGREEMENT
(Network Products)

This is a legal agreement between you, the end user, and Microsoft Corporation. BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND.

MICROSOFT SOFTWARE LICENSE

1. GRANT OF LICENSE. Microsoft grants to you the right to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU), or on a LICENSED COMPUTER NETWORK. A computer network is any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software program. A LICENSED COMPUTER NETWORK is a computer network for which you have purchased and dedicated at least one (1) Microsoft SOFTWARE manual (which can include an instruction manual or manuals for the single-user version of the SOFTWARE) for each concurrent user of the SOFTWARE on the network. Each concurrent user of the SOFTWARE must have exclusive access to a Microsoft SOFTWARE manual during his use.

2. COPYRIGHT. The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent as is provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE.

4. DUAL MEDIA SOFTWARE. If the SOFTWARE package contains both 3-1/2" and 5-1/4" disks, then you may use only the disks appropriate for your single-user computer or LICENSED COMPUTER NETWORK file server. You may not use the other disks on another computer or computer network, or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

LIMITED WARRANTY

LIMITED WARRANTY. Microsoft warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware

EXHIBIT A1
(Continued)

accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Microsoft's entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. MICROSOFT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICROSOFT PRODUCT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

This Agreement is governed by the laws of the State of Washington.

Should you have any questions concerning this Agreement, or if you desire to contact Microsoft for any reason, please write: Microsoft Customer Sales and Service/One Microsoft Way/Redmond, WA 98052-6399.

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Seven Hundred Forty Thousand Dollars (US\$740,000.00) for Product(s) licensed under this Agreement within the first period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the first period of this Agreement. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. The minimum commitment amount payable upon signing of this Agreement as set forth below is recoupable and refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments for Period</u>
Signing of this Agreement (payment due upon signing)	\$185,000.00	\$185,000.00
End of the calendar quarter ("FIRST PAYMENT DATE") during which the first of the following occurs: the date of first COMPANY shipment of any Product to a customer for revenue, or six (6) months after the Effective Date of this Agreement	\$0.00	\$185,000.00
3 months after the FIRST PAYMENT DATE	\$185,000.00	\$370,000.00
6 months after the FIRST PAYMENT DATE	\$185,000.00	\$555,000.00
9 months after the FIRST PAYMENT DATE	\$185,000.00	\$740,000.00
Total First Period Minimum Commitment	<u>\$740,000.00</u>	<u>\$740,000.00</u>

Except for the amount due on signing, the date of payment for the above calendar quarter amounts shall be as provided in Section 3.

EXHIBIT B
(Continued)

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Seven Hundred Forty Thousand Dollars (US\$740,000.00) for Product(s) licensed under this Agreement within the second period of this Agreement as described below. The Minimum Commitment Schedule listed below sets forth the minimum cumulative amounts of payments which COMPANY shall make to MS during the second period of this Agreement. Payments made during the first period of this Agreement shall not be credited towards the minimum commitment requirement in the second period. To the extent that actual earned royalties exceed the cumulative minimum commitment payments, COMPANY shall pay MS for actual earned royalties. To the extent that cumulative minimum commitment payments exceed actual earned royalties, such excess shall be known as prepaid royalties and shall be recoupable against future earned royalties during the term of this Agreement. Minimum commitment payments are recoupable but not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

<u>Date</u>	<u>Payment Amount</u>	<u>Cumulative Amount of Payments for Period</u>
End of the:		
12 months after the FIRST PAYMENT DATE	\$185,000.00	\$185,000.00
15 months after the FIRST PAYMENT DATE	\$185,000.00	\$370,000.00
18 months after the FIRST PAYMENT DATE	\$185,000.00	\$555,000.00
21 months after the FIRST PAYMENT DATE	<u>\$185,000.00</u>	<u>\$740,000.00</u>
Total Second Period Minimum Commitment	<u>\$740,000.00</u>	<u>\$740,000.00</u>

The date of payment for the above calendar quarter amounts shall be as provided in Section 3.

Exhibit to the License Agreement dated January 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

EXHIBIT C1 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS® GW-BASIC® Interpreter

VERSION NO: 4.01

PRODUCT DELIVERABLES:

(a) Product in Object Code form.	
(b) Document MS-DOS User's Guide	Number 410630001-400-R10-1088
MS-DOS User's Reference	410630013-400-R05-1088
MS-DOS Programmer's Reference	410630014-400-R04-1088
GW-BASIC User's Guide	410130001-320-R01-0686
GW-BASIC User's Reference	410130013-320-R01-0686

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty of Thirty Five Dollars (US\$35.00) multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, less the number of Customer System(s) shipped or placed in use with a copy of the Product described in Exhibit C3 (MS-DOS 3.3) or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for COMPANY during the term of this Agreement, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

(b) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately (by model name, number and processor). In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R*N*1.5\%),$$

EXHIBIT C1 (SYSTEM COMMITMENT)
(Continued)

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the otherwise applicable royalty hereunder (i.e., the initial royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: _____

Exhibit to the License Agreement dated January 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

EXHIBIT C2 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS® Shell

VERSION NO: 1.0

PRODUCT DELIVERABLES:

- (a) Product in Object Code form.
- (b) Document MS-DOS Shell User's Guide Number 410630010-400-R00-1088

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty of Two Dollars (US\$2.00) multiplied by the greater of (i) the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, less the number of Customer System(s) shipped or placed in use with a copy of the Product described in Exhibit C3 (MS-DOS 3.3) or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for COMPANY during the term of this Agreement, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

(b) COMPANY's report shall specify the number of Customer System(s) shipped or placed in use by or for COMPANY during that calendar quarter and the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in Exhibit M and shall report for each Customer System separately (by model name, number and processor). In the event that no Customer System(s) are shipped or placed in use by or for COMPANY during a calendar quarter and no copies of Product are licensed or otherwise disposed of by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per system royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

where R is the initial per system royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

EXHIBIT C2 (SYSTEM COMMITMENT)
(Continued)

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the otherwise applicable royalty hereunder (i.e., the initial royalty stated above plus increases, if any, for new Version Releases) for each full or partial copy of the Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY as an Upgrade during the term of this Agreement. Upgrade Product shall conform to the definition contained in Section 1 of the Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: _____

Exhibit to the License Agreement dated January 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

EXHIBIT C3 (PER COPY)

PRODUCT: MS-DOS

VERSION NO: 3.3

PRODUCT DELIVERABLES:

(a) Product in Object Code form.	
(b) Document MS-DOS User's Guide	Number 410630001-330-R09-0787
MS-DOS User's Reference	410630013-330-R04-0787
Programmer's Reference	410630014-330-004-0787
GW-BASIC User's Guide	410130001-330-R02-0787
GW-BASIC User's Reference	410130013-330-R02-0787

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) COMPANY agrees to pay MS a royalty of Thirty Seven Dollars (US\$37.00) for each full or partial copy of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement.

(b) COMPANY's report shall specify the number of copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by or for COMPANY during that calendar quarter. In the event that no copies were licensed or otherwise disposed of by or for COMPANY during a calendar quarter, COMPANY shall indicate this on the royalty report.

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per copy royalty applicable to new Version Releases, which royalty shall apply to succeeding releases until changed hereunder or by agreement of the parties. The maximum per copy royalty for a new Version Release shall be determined as follows:

$$\text{Maximum royalty} = R + (R * N * 1.5\%),$$

where R is the initial per copy royalty described above and N is the number of months (rounded to the nearest whole number) that have elapsed from the Effective Date until MS delivers the new Version Release.

COPYRIGHT NOTICE:

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PRODUCT NAME AND ASSOCIATED TRADEMARK: _____

Exhibit to the License Agreement dated January 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

EXHIBIT M

COMPANY'S CUSTOMER SYSTEMS

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be the following single user/single CPU computer system products:

Customer Systems:

All COMPANY's current and future computer systems that utilize a single one of the following Intel microprocessors, or non-Intel microprocessors that execute the same instruction sets:

Intel 8088/86

Intel 80286

Intel 80386

Intel 80386SX

Intel 80486

Exhibit to the License Agreement dated January 1, 1990, between MICROSOFT CORPORATION and ZEOS INTERNATIONAL LTD.

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MSC 5008011
Highly Confidential

MS-PCA 1194044)
CONFIDENTIAL)

ZEOS INTERNATIONAL, LTD. #4934-0022 LICENSE WORKSHEET - 30 DAY SCHEDULE

COMPANY: ZEOS INTERNATIONAL, LTD.		ACCOUNT MANAGER: JEFF DANIELS		
LICENSE NUMBER: #4934-0022		Rod Van Hechelen		
EFFECTIVE DATE: 01-Jan-90		30-Jun-92		
DUE ON SIGNING: \$185,000.00		\$1,480,000.00		
SIGNATURE DATE:		30 Days		
SUPERSEDES:		# EXTENSIONS: Five		
EXTENSION LENGTH: One Year		TODAY'S DATE: 02/13/90		
PER #	START	END	DUE	AMOUNT
1	01/01/90	03/31/90	04/30/90	\$185,000.00
1	04/01/90	06/30/90	07/30/90	\$185,000.00
1	07/01/90	09/30/90	10/30/90	\$185,000.00
1	10/01/90	12/31/90	01/30/92	\$185,000.00
1	01/01/91	03/31/91	04/30/91	\$185,000.00
1	04/01/91	06/30/91	07/30/91	\$185,000.00
MIN COMMIT: \$1,295,000.00				
AMENDMENTS:				
NOTES:				
Royalties on products in Exhibits C1 & C2 exclude system on which product in Exhibit C3 are shipped.				
CUSTOMER SYSTEMS:				
All systems using 8088/8086, 80286, 80386, 80386SX, & 80486.				

PRODUCT #	CURRENT DATE:	PRODUCT NAME	LOCALE	VER. #	13-Feb-90	VER. #	EXH. #	COPY RATE	SYSTEM RATE	CPU RATE	DEL DATE	ACC DATE	FEE	REMARKS
705-002-X01	MS-DOS/IBM-BASIC	US	4.01	C1				\$35.00	\$25.00					Exhibit #
782-100-X01	SHELL	US	1.01	C2										Exhibit #
781-000-X01	MS-DOS	US	3.30	C3				\$37.00						Exhibit #
BUNDLED PRODUCT														
PRODUCT #	PRODUCT NAME	LOCALE	VER. #	EXH. #	PRODUCT #	PRODUCT NAME	LOCALE	VER. #	EXH. #					
781-400-X01	MS-DOS	US	4.01	C1	742-034-X01	IBM-BASIC	US	3.23	C1					

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