

SIGNED
COPY
[Signature]

DISTRIBUTION AGREEMENT

for

MICROSOFT® MOUSE

Between

MICROSOFT CORPORATION,
a Delaware Corporation,

and

ZEOS INTERNATIONAL LTD.,
a Minnesota Corporation

Effective Date: May 22, 1990

Microsoft Contract # 4934-0131

Date of Issue: April 18, 1990

05/14/90 2828M

MS 0040028
CONFIDENTIAL

MICROSOFT LICENSE NO.

4934-0131

MICROSOFT CORPORATION
MOUSE DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is made and entered into this 22nd day of May, 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").

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 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) "Documentation" shall mean the documentation, if any, designated in the attached Exhibit C.

(d) "Driver" shall mean the driver software, if any, designated in the attached Exhibit C.

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

(f) "Product" shall mean, collectively, the Documentation, Driver, and/or Product Hardware which are designated in the attached Exhibit C.

(g) "Product Hardware" shall mean the hardware components designated in the attached Exhibit C.

(h) "Product Release" shall mean a release of Driver 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 Driver version number [(x).xx].

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

(j) "Update Release" shall mean a release of Driver 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 Driver version number [x.x(x)].

2. LICENSE GRANT

(a) MS grants to COMPANY the following non-exclusive, worldwide license rights:

- (i) to distribute the Product Hardware;
- (ii) to reproduce and manufacture the Driver in object code form; and
- (iii) to distribute directly or indirectly and license the Driver in object code form to end users of Product Hardware, under the terms of COMPANY's end user license agreement, provided only one (1) copy of the Driver is distributed with each unit of Product Hardware.

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

(b) COMPANY's license shall also extend to, and the Driver shall be deemed to include, any Update Releases and Version Releases that COMPANY accepts under Section 4(a) and elects to distribute under this Agreement. MS may charge an additional fee for new Version Releases. COMPANY's license hereunder does not extend to Product Releases.

(c) MS further grants COMPANY the right to modify, reproduce, publish and distribute the Documentation with the Product Hardware, provided that COMPANY's modifications shall not render the Documentation incomplete or inaccurate. COMPANY shall not translate the Documentation without MS' written consent.

(d) COMPANY's rights hereunder do not extend to Driver source code.

3. PAYMENT → Payment terms shall be Prepaid with each order until such time MS and COMPANY agree upon payment terms acceptable to both parties. *Ref
DWC*

(a) COMPANY agrees to a minimum purchase commitment of One Million Sixty Three Thousand Two Hundred Dollars (US\$1,063,200.00) worth of Product during the term of this Agreement at the unit price(s) specified in Exhibit C, payable according to the schedule set forth in Exhibit B. Payment for the minimum purchase commitment will be made even if COMPANY places orders for less than the minimum commitment. Any excess of amounts payable for actual orders over the cumulative minimum commitment will be billed to COMPANY. ~~Payment terms shall be net thirty (30) days from date of invoice, except that all special orders shall be prepaid. Amounts outstanding over thirty (30) days shall be assessed a finance charge of one and one half percent (1-1/2%) per month.~~

(b) The Product price shall be determined from the schedule set forth in Exhibit C. In the event taxes are required to be withheld by any foreign government on payments required hereunder on such withholding taxes as will enable MS to claim and receive a U.S. Foreign Tax Credit, COMPANY may deduct such taxes from the amount owed MS and pay them to the appropriate tax authority; provided, however, that COMPANY shall promptly secure and deliver to MS an official receipt for any such taxes withheld or other documents necessary to enable MS to claim a U.S. Foreign Tax Credit. COMPANY will make certain that any taxes withheld are minimized to the extent possible under applicable law. All prices are FOB MS' shipping point and are exclusive of applicable sale or use taxes or other taxes, import and export fees, duties or tariffs, and any other taxes, duties or fees of any kind which may be levied in connection with the transactions covered herein. 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 or gross or net income.

(c) Freight, handling, and insurance charges are not included in the Product prices. MS may prepay those charges and bill COMPANY later.

(d) COMPANY hereby grants MS a purchase money security interest in the Product until MS receives full payment of the purchase price and all related charges and agrees to execute any and all documents to protect and perfect MS' security interest.

4. ACCEPTANCE AND WARRANTY

(a) Product shall be evaluated by COMPANY and accepted or rejected by written notification in accordance with Section 16 given within 10 days after delivery. Conformance to Exhibit C specifications shall solely determine acceptance. If no written rejection is received by MS within such 10 day period, the Product shall be deemed accepted. Product may be returned only in the event of a breach of the warranty in the following subsection.

(b) MS warrants that the Product Hardware will be free from defects in materials and will conform to the Exhibit C specifications for a period of six (6) months following distribution of Product Hardware by COMPANY but in no event longer than one (1) year from the date of shipment to COMPANY. COMPANY's remedy and MS' obligation under this warranty shall be limited to, at MS' election, return of the Product Hardware for credit to COMPANY's account or replacement of any defective Product Hardware. This warranty applies only if: (i) written notice, sent to the address specified in Section 16, of nonconformance is received by MS within six (6) months after distribution by COMPANY but in no event longer than (1) year from date of shipment to COMPANY; (ii) after MS' authorization, the nonconforming products are returned to MS no more than once per calendar quarter at the address specified for that purpose in Section 16, freight charges prepaid; and (iii) after examination, MS determines to its satisfaction that the Product Hardware is nonconforming. Any replacement shall not extend the original warranty period. This warranty shall not apply to Product Hardware which MS determines has been subject to misuse, neglect, improper installation, repair, alteration, or damage either by COMPANY or another. COMPANY's notice of any deviations from specifications shall be made using the OnLine system or the notice provisions of Section 16.

(c) THE FOREGOING WARRANTY APPLIES ONLY TO THE MICROSOFT MOUSE AND DOES NOT APPLY TO THE INPORT CHIP, CONNECTOR, OR ANY OTHER HARDWARE COMPONENT. ALL NON-MOUSE HARDWARE COMPONENTS AND ALL NON-HARDWARE COMPONENTS OF THE PRODUCT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) This limited warranty may be asserted by COMPANY only and not by COMPANY'S customers.

(e) Neither COMPANY nor any of its employees shall have any right to make any other representation, warranty, or promise, or give any instructions for the use of any Product not contained on the Product label or container or

authorized in writing by MS. Neither the COMPANY nor any of its employees shall have any right to alter or modify the Product Hardware or the Driver.

5. INDEMNIFICATION FOR INFRINGEMENT

(a) MS represents and warrants that:

(i) the Products do not infringe upon any copyright enforceable under the laws of any country listed in Section 5(d); and

(ii) 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 Exhibit 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.

Can terminate immed. if this Sec. violated

6. LICENSE RESTRICTIONS

(a) COMPANY shall market and distribute the Product Hardware only to end-user purchasers of COMPANY's Customer System(s), and COMPANY shall market and distribute the Documentation and Driver only to end user purchasers of the Product Hardware. 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 the Product or any portion thereof.

(c) COMPANY shall distribute and license the use of the Driver 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 Sample License Agreement attached hereto as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Driver. COMPANY shall be the "Licensor" under its EULA. The limitations of liability and remedies in COMPANY's EULA shall inure to the benefit of MS.

(d) COMPANY shall not reproduce, duplicate, copy or otherwise permit the manufacture of the Driver except on COMPANY premises by COMPANY employees.

7. COPYRIGHT NOTICES, MASK WORK NOTICES AND TRADEMARKS

* (a) COMPANY will cause to appear on the container and labels of each copy of the Driver, and as part of the sign-on message for the Driver, the copyright notice for the Driver that appears on the copy of the Driver as provided to COMPANY pursuant to Section 2 hereof (or if none, the copyright notices as specified in Exhibit C). COMPANY shall cause to appear on the title page of its documentation, and at any other location where any copyright notice appears, the MS copyright notice for the Documentation as specified in Exhibit C.

(b) COMPANY shall market the Product only under the Product name(s) for the Product as specified in Exhibit C, and COMPANY agrees to use the appropriate trademark symbol (either "™" or "®" in a superscript, as provided in 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 shall not, at any time, use any name or trademark confusingly similar to a MS trademark, trade name and/or product name and agrees that its use of such MS trademark(s), trade name(s) and/or product name(s) shall not directly or indirectly create in or for COMPANY any right, title or interest therein. 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 shall, upon request, provide MS samples of all literature, packaging, labels and labeling prepared by COMPANY which uses the Product name(s). 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's name and/or trademarks shall be displayed on the packaging for the Product at least as prominently as the name "Microsoft". COMPANY shall not use or imitate the trade dress of MS products without the prior written approval of MS. COMPANY shall undertake no action that will interfere with or diminish MS' right, title and/or interest in MS' trademark(s), trade name(s) or Product name(s).

(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.

(e) COMPANY shall not remove, cover, or obscure the mask work notice as described in Exhibit C and as it exists on the Product Hardware (LSI semiconductor chip) received by COMPANY. COMPANY recognizes that MS may seek patent registration for the Product Hardware.

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 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 days prior written notice to MS.

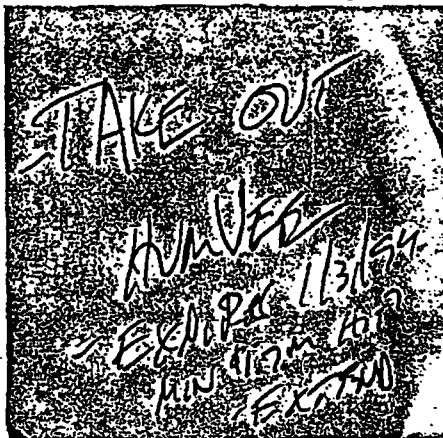
9. TERM OF AGREEMENT

Provided this Agreement has been properly executed by COMPANY and by an officer of MS, this Agreement shall be effective from the date first set forth above until the later of: (a) one (1) year from the Effective Date; or (b) one (1) year from MS' notice to COMPANY that Product Hardware is first available for shipment under this Agreement.

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 14 or makes or attempts to make 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 60 (sixty) days.

(b) Termination due to a breach of Sections 6 or 14 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.



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 the Product in COMPANY's possession or under its control within ten days following the termination date, including any in-house copies of the Driver and/or Documentation that COMPANY may have produced. COMPANY may, however, retain one copy of the Driver in object code form and one copy of the Documentation to be used solely for support purposes.

(b) From and after termination or expiration, COMPANY will not use internally or employ the Driver as part or portion of any product that COMPANY may use, sell, assign, lease, license, or transfer to third parties. COMPANY will cease and desist from all use of the product name and associated trademark and upon request deliver to MS or its authorized representatives all material upon which the product name and the associated trademark appears.

~~(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 5, 13, 14, 15, 16, 17(a), 19, 20(a) and 20(b) shall survive termination or expiration of this Agreement.

12. PRODUCT ORDERS/SHIPMENT SCHEDULES

(a) COMPANY shall provide to MS, on a monthly basis, a written six (6) month forecast of its anticipated Product orders. COMPANY must place a written purchase order, sent to the address specified for that purpose in Section 16, for a minimum of five hundred (500) units of Product(s) at least one hundred twenty (120) days prior to the requested shipment date. All orders must be in multiples of fifty (50) units. Each order must include a written shipment schedule which shall be subject to MS' approval. Order modifications must be transmitted in writing to MS at least one hundred twenty (120) days in advance of the requested shipping date. Orders may not be cancelled within thirty (30) days of requested shipping date. If COMPANY cancels all or any part of any order more than thirty (30) days before requested shipping date, a cancellation fee equal to twenty five percent (25%) of the price of the cancelled portion will be charged. Cancellation fees, if any, paid by COMPANY shall not be credited to the minimum purchase commitment. Special orders for non-standard Product Hardware are non-cancellable. MS will deliver product to COMPANY packed so as to protect it from damage in transit. COMPANY shall have sole responsibility for final Product Packaging.

(b) MS will ship the Products to the U.S. address listed in Section 16 of this Agreement, or to such other address as has been approved in advance by an authorized officer of MS. Orders will be processed and shipped after receipt of a signed agreement and COMPANY's duly authorized purchase order.

13. 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 13.

(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.

14. 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 14 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 years following termination or expiration of this Agreement.

15. AUDIT

(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 the Driver.

(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 the audit prepared by MS' independent auditor.

16. NOTICES AND REQUESTS

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

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

Attention: Mr. Greg Herrick
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: Mr. Larry Johnson

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

Attention: OEM Attorney
cc: Law and Corporate Affairs
Fax: (206) 883-8101

RETURNS: MICROSOFT CORPORATION
21919 20th Avenue S.E.
Bothell, WA 98021

Attention: Returns

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

Attention: OEM Account Manager

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

17. CONTROLLING LAW; NO FRANCHISE

(a) This Agreement shall be construed and controlled by the laws of the State of Washington, and COMPANY further consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. Process may be served on either party in the manner set forth in Section 16 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(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.

18. FCC CERTIFICATION

MS hereby represents and warrants that the Product Hardware has been or will be at the time of shipment certified as a Class B computing device pursuant to the rules of the Federal Communications Commission ("FCC Rules"). Except as expressly set forth in the preceding sentence, MS makes no warranty or representation regarding compliance of the Product Hardware with any FCC Rules or any other federal, state, or local laws or regulations, or the laws or regulations of any non-U.S. jurisdiction, relating to computing devices or

products sold to the public. Without limiting the generality of the foregoing, the responsibility (if any) to test and/or to certify the Product Hardware in conjunction with other equipment manufactured or sold by COMPANY shall be solely that of COMPANY.

19. 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 reasonable attorneys' fees.

20. 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 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

(b) COMPANY agrees that neither it nor its customers intends to or will, directly or indirectly, export or transmit (i) any Product or related documentation and technical data or (ii) any product (or any part thereof), process, or service that is the direct product of a Product, to the People's Republic of China, Afghanistan, or any group Q, S, W, Y, or Z country specified in Supplement No. 1 of Section 770 of the Export Administration Regulations or to any other country to which such export or transmission is restricted by such regulation or statute, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

(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.

(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.

EXHIBIT A - SAMPLE LICENSE AGREEMENT

XYZ CORPORATION LICENSE AGREEMENT

This is a legal agreement between you, the end user, and XYZ 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.

XYZ CORPORATION SOFTWARE LICENSE

1. GRANT OF LICENSE. XYZ Corporation 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.

5. YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY XYZ OR ITS SUPPLIERS.

LIMITED WARRANTY

LIMITED WARRANTY. XYZ Corporation 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

EXHIBIT A
(Continued)

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. XYZ Corporation's entire liability and your exclusive remedy shall be, at XYZ Corporation's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet XYZ Corporation's Limited Warranty and which is returned to XYZ Corporation 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.

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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 or in subparagraphs (c)(1) and (2) of the Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable. 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 XYZ Corporation for any reason, please write: XYZ Customer Sales and Service/ _____ (Address) _____.

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

EXHIBIT B

MINIMUM COMMITMENT PAYMENT SCHEDULE

<u>Date of Payment</u>	<u>Individual Minimum Purchase Commitment Payments</u>	<u>Cumulative Minimum Purchase Commitment Payments</u>
July 22, 1990	\$88,600.00	\$88,600.00
August 22, 1990	\$88,600.00	\$177,200.00
September 22, 1990	\$88,600.00	\$265,800.00
October 22, 1990	\$88,600.00	\$354,400.00
November 22, 1990	\$88,600.00	\$443,000.00
December 22, 1990	\$88,600.00	\$531,600.00
January 22, 1991	\$88,600.00	\$620,200.00
February 22, 1991	\$88,600.00	\$708,800.00
March 22, 1991	\$88,600.00	\$797,400.00
April 22, 1991	\$88,600.00	\$886,000.00
May 22, 1991	\$88,600.00	\$974,600.00
June 22, 1991	\$88,600.00	\$1,063,200.00

EXHIBIT C

PRODUCT HARDWARE: Microsoft ® Mouse

VERSION: OEM Mouse

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

<u>Item Description</u>	<u>Product #</u>	<u>Unit Price</u>
<input checked="" type="checkbox"/> Microsoft 9 Pin Serial Mouse	02807	\$22.15
<input type="checkbox"/> Microsoft PS/2 Mouse	02801	\$
<input type="checkbox"/> Microsoft InPort Mouse, Microsoft InPort Chip and Connector	02799*	\$
<input type="checkbox"/> Microsoft InPort Mouse and Connector	See below*	\$
<input type="checkbox"/> Special orders (see below for description)		\$

*Product numbers for the InPort Chip and Connector are 900-110-003 and 900-206-000, respectively.

PRODUCT SPECIFICATION:

The Microsoft® Mouse has the features specified in the Product Installation Guide, and its appearance shall be as specified below unless otherwise indicated below:

Standard Appearance: Two button Mouse with Microsoft Logo
2.5 Meter interface cable
Mouse Color: Microsoft Off-White
Cable Color: Microsoft Beige

Check for special orders and describe below:

\$ _____ : Extra one-time charge for the following special order.

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

DRIVER AND DOCUMENTATION FOR MICROSOFT® MOUSE

VERSION: 7.04

PRODUCT DELIVERABLES:

(a) Mouse Driver with Disk Assembly D737-72

EXHIBIT C
(Continued)

COPYRIGHT NOTICE:

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PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Mouse

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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:

Zeos 386-16SX (desktop and vertical)

Zeos 386-20SX (desktop and vertical)

Zeos 386-20DX (desktop and vertical)

Zeos 386-25DX (desktop and vertical)

Zeos 386-33DX (desktop and vertical)

Zeos 486-25DX (desktop and vertical)

Additional systems may be added to this license within the term of this Agreement. If Zeos International elects to include a Microsoft Mouse on a per system basis with additional systems, ZEOS may do so by notifying MS of this system's name and pay the royalties agreed upon in this license.

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