SIGNED
ORIGINAL

AMENDMENT NUMBER 9

Amendment Date: July 1, 1993

to

LICENSE AGREEMENT

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Agreement Effective Date: October 15, 1990

Microsoft Contract No. R227-0302

081593.01 sidamen8.doc

This Amendment ("Amendment") is made and entered into this 1st day of July, 1993 and shall amend the above-referenced License Agreement ("Agreement") between MICROSOFT CORPORATION ("MS") and SIDUS SYSTEMS INC., ("COMPANY") dated October 15, 1990.

The following Sections 1, 2, 3, 4, and 6 shall replace the corresponding provisions of the Agreement with respect to all Product identified in the applicable Exhibit(s) C as "Authorized Replication Product" and/or "MED Product", but shall not modify or amend such Sections with respect to other Products.

1. DEFINITIONS

(a) "COMPANY Subsidiary" shall mean a company listed in Exhibit X attached hereto, 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. COMPANY hereby guarantees each of its COMPANY Subsidiaries' performance under this Agreement. COMPANY shall provide MS not less than thirty (30) days prior written notice, in accordance with the NOTICES AND REQUESTS Section of the Agreement, of the name and address of each additional COMPANY Subsidiary that COMPANY wishes to add to Exhibit X. The addition to Exhibit X of any such additional COMPANY Subsidiaries shall be deemed accepted by MS unless MS sends written notice of rejection to COMPANY within thirty (30) days of MS' receipt of COMPANY's written request.

(b) "Customer System" shall mean the single user computer system product(s) described in the Exhibit(s) M.

(c) "TAP" shall mean MS' then standard technical assistance procedures offered to OEMs, consisting of confidential technical know-how and including, if available where COMPANY is located, the then standard product support service offered to OEMs ("OnLine").

(d) "Product" or "Products" shall mean the copyrighted and/or patented MS software products described in the attached Exhibit(s) C (including MED Product and Authorized Replication Product), including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product, respectively.

(e) "MED Product" shall mean Product and Associated Product Materials in the "Easy Distribution Package" form, produced in accordance with MS' specifications, and available from an Authorized Distributor.

(f) "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].

(g) "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].

(h) "Authorized Replication Product" shall mean Product and Associated Product Materials, produced in accordance with MS' specifications, and available for purchase from an Authorized Replicator.

(i) "Authorized Replicator" shall mean a third party approved by MS which may reproduce and manufacture Product for COMPANY. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY from time to time of changes to this list.

(j) "Authorized Distributor" shall mean a third party approved by MS from which COMPANY

2

HIGHLY CONFIDENTIAL

may purchase MED Product. MS shall provide COMPANY with a list of Authorized Distributors and shall notify COMPANY from time to time of changes to this list.

(k) "Associated Product Materials" shall mean materials available from the Authorized Replicator or Authorized Distributor that MS requires to be distributed with the Product. The Associated Product Materials may include a certificate of authenticity, an end user license agreement, a MS product registration card, and/or other materials.

2. LICENSE GRANT

(a) MS grants to COMPANY, subject to the terms and conditions in this Agreement, and in particular in Section 6, the following non-exclusive, worldwide license rights:

(i) to reproduce and install no more than one (1) copy of Product software on each Customer System hard disk or Read Only Memory ("ROM");

(ii) to distribute directly or indirectly and license copies of the Product (reproduced as per Section 2(a)(i) and/or acquired from Authorized Replicator or Authorized Distributor) in object code form to end users; and

(iii) to grant to COMPANY Subsidiaries all rights granted to COMPANY in Sections 2(a)(i) and 2(a)(ii).

(b) Except as necessary to install Product software, as permitted under Section 2(a)(i), COMPANY may not reproduce Product. Product software (in diskette form) and Product documentation (in hard copy form) shall be available to COMPANY only from an Authorized Distributor and/or Authorized Replicator.

(c) COMPANY acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement.

(d) COMPANY shall not modify or substitute Product documentation without MS' prior written permission. However, COMPANY, at its option, may distribute supplemental Product documentation in conjunction with the Product, provided that COMPANY's supplemental documentation is consistent with Product documentation provided by MS.

(e) 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. 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.

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

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

(h) MS agrees to negotiate in good faith with COMPANY to license Product Releases and other products not available to COMPANY under this Agreement at MS' then applicable price(s), 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.

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.

(b) Prices stated are exclusive of any federal, state, municipal or other governmental taxes (including foreign tax withholding except as provided in Section 3(c)), duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's or COMPANY Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between COMPANY and COMPANY Subsidiaries. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide a resale or exemption certificate acceptable to MS and the applicable domestic state and local authorities. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(c) In the event COMPANY is based outside the US and income 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.

(d) Except where otherwise provided, COMPANY agrees to make consolidated (i.e. on behalf of COMPANY and COMPANY Subsidiaries which exercise rights under this Agreement) quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial 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 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 MS may provide from time to time. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for Product (i) used by COMPANY 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, provided such demonstration copies shall be clearly marked "For Demonstration Purposes Only" and shall not to exceed one hundred (100) copies per Product; or (iv) provided as back-up copies to end users by COMPANY under Section 6(d). COMPANY shall pay any applicable charges from the Authorized Distributor or Authorized Replicator for such copies of Product.

(f) COMPANY shall provide MS with a copy of its US state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

(g) If COMPANY is a US based company, payments and royalty reports shall be made to:

MICROSOFT CORPORATION
P.O. Box 84808
Seattle, WA 98124-6108

If COMPANY is based outside the US, COMPANY agrees to make such payments and royalty reports as follows:

Payment by wire transfer to:	Royalty reports to:
Citibank N.A. 399 Park Avenue	MICROSOFT CORPORATION One Microsoft Way

MS-PCA 2558831

New York, NY 10043
USA
ABA 021000089

Redmond, WA 98052-6399
USA
ATTN: OEM Finance

Regarding:
Microsoft International OEM Collections
Account #38468231

or to such other address or account as MS may specify from time to time. COMPANY agrees to specify the MS invoice number, if any, with respect to which payment is made.

4. **ACCEPTANCE AND LIMITED WARRANTY**

   (a) With respect to Product Deliverables defined on the applicable Exhibit C provided to COMPANY by MS:

   (i) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each 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.

   (ii) 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 (A) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (B) the correction period may be extended as may be agreed by the parties, or (C) 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 release of any Product under this Agreement.

   (iii) 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 (iii) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of any subsequent release of Product which conforms to specifications as provided in Section 4(a).

   (b) Authorized Distributor and/or Authorized Replicator, as applicable, shall provide warranty(ies), if any, for copies of Product provided to COMPANY by such Authorized Distributor and/or Authorized Replicator.

   (c) 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.

5

MS-PCA 2558832

(d) Except as expressly provided, this Agreement does not include technical support to COMPANY. Such support may be available pursuant to a separate agreement.

6. LICENSE RESTRICTIONS

(a) COMPANY shall market, distribute and license Product(s) only with those Customer System(s) listed on Exhibit C for the particular Product(s) and only inside the Customer System package. COMPANY shall not remove or modify the Product package contents or Associated Product Materials as received from the Authorized Replicator or Authorized Distributor. In addition to Product software installed on a Customer System, COMPANY may distribute only one copy of Product with each such Customer System for use as a backup copy. COMPANY shall also comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product distribution. COMPANY shall contractually obligate (e.g. by contract, invoice or other written instrument) its distributors, dealers and others in its distribution channels to comply with the foregoing. COMPANY agrees that it will discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing.

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product, except that in the European Community, COMPANY shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991), and only in jurisdictions which have adopted the same terms and conditions by legislation implementing the Directive.

(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 Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product.

(d) Where Product software is installed on the Customer System's hard disk or ROM, COMPANY shall:

(i) package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA; and

(ii) either (A) include a single copy of Product documentation, as purchased from the Authorized Distributor or Authorized Replicator, in COMPANY's Customer System package; or (B) include an Associated Product Materials packet, as purchased from an Authorized Replicator, in COMPANY's Customer System package and make the Product documentation available to COMPANY's end user purchasers as a mail order fulfillment item directly from COMPANY. Product documentation shall not be available through any other COMPANY distribution channel.

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

(f) COMPANY shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number in Customer System documentation and on each copy of the Product package.

II. Exhibit B is hereby amended and replaced with the attached Exhibit B.

III. Exhibit C16 hereby amended and replaced with the attached Exhibit C16.

MS-PCA 2558833

IV. The attached Exhibit C17 is hereby added to the Agreement.

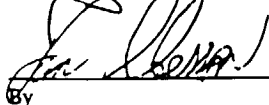V. Exhibit M is hereby amended and replaced with the attached Exhibit M.

Except as provided herein, all terms of the Agreement shall remain in full force and effect. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

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

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

MICROSOFT CORPORATION

By

Jan Claesson
Name (Print)

Director, OEM Sales
Title

9/6/93
Date

SIDUS SYSTEMS INC.

AL MUZAR
By

Name (Print)

VP Marketing
Title

Aug 25/93
Date

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred Thousand Dollars (US$400,000) 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 only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY. The minimum commitment amount payable upon signing of this Agreement as set forth below is refundable pursuant to Section 4(a) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
Signing of this Agreement (payment due upon signing)	$ 0	$ 0
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	$ 75,000.00	$75,000.00
3 months after the FIRST PAYMENT DATE	$ 75,000.00	$150,000.00
6 months after the FIRST PAYMENT DATE	$100,000.00	$250,000.00
9 months after the FIRST PAYMENT DATE	$150,000.00	$400,000.00
Total First Period Minimum Commitment	$400,000.00	$400,000.00

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

8

MS-PCA 2558835

HIGHLY CONFIDENTIAL

HIGHLY CONFIDENTIAL

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred and Ten Thousand Dollars (US$ 410,000) 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 only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date	Payment Amount US$)	Cumulative Amount of Payments for Period (US$)
12 months after the FIRST PAYMENT DATE	$150,000.00	$150,000.00
15 months after the FIRST PAYMENT DATE	$ 75,000.00	$225,000.00
18 months after the FIRST PAYMENT DATE	$ 80,000.00	$305,000.00
21 months after the FIRST PAYMENT DATE	$105,000.00	$410,000.00
Total Second Period Minimum Commitment	$410,000.00	$410,000.00

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

MS-PCA 2558836

9

MINIMUM COMMITMENT

Third Period of This Agreement

COMPANY agrees to pay a minimum of Five Hundred and One Thousand Dollars (US$ 501,000) for Product(s) licensed under this Agreement within the third 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 third period of this Agreement. Payments made during the first and second period of this Agreement shall not be credited towards the minimum commitment requirement in the third 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 only during the Initial Term of this Agreement and only for the Product(s) licensed herein. Minimum commitment payments are not refundable. Prepaid royalties are not recoupable against payments made to the Authorized Distributor and/or Authorized Replicator for copies of Product ordered by COMPANY.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
End of the:		
24 months after the FIRST PAYMENT DATE	$105,000.00	$105,000.00
27 months after the FIRST PAYMENT DATE	$132,000.00	$237,000.00
30 months after the FIRST PAYMENT DATE	$132,000.00	$369,000.00
33 months after the FIRST PAYMENT DATE	$132,000.00	$501,000.00
Total Third Period Minimum Commitment	$501,000.00	$501,000.00

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

Exhibit to the Amendment dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

10

MS-PCA 2558837

<u>EXHIBIT C16 (SYSTEM COMMITMENT)</u>

<u>PRODUCT</u>: Enhanced Tools for MS-DOS 6

<u>VERSION NO</u>: 1.0

<u>FOREIGN LANGUAGE</u>: (Domestic USA English Version, French Canadian)

<u>PRODUCT DELIVERABLE</u>:

OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.
Single copy of Product documentation for support purposes only.

<u>PRODUCT SPECIFICATIONS</u>:

The Product will have features as specified in the Product documentation.

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

(a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C1 and C2 for MS-DOS Shell version 1.01 prior to July 1, 1993.

<u>Customer System</u>	<u>Royalty Rate (US$)</u>
m1-m7	<u>$ 4.00</u>

NOTE: The above royalty is exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US$2.50) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(c) 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

11

MS-PCA 2558838

HIGHLY CONFIDENTIAL

HIGHLY
CONFIDENTIAL

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:

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

12   MS-PCA 2558839

PRODUCT NAME: Microsoft® Windows NT™ operating system

VERSION NO: 3.1

PRODUCT TYPE: Authorized Replication Product and MED Product

LANGUAGE VERSION(S): Domestic USA English Version, French Canadian (If and as available from the Authorized Replicator or Authorized Distributor, as applicable)

PRODUCT DELIVERABLES AND PRODUCT SPECIFICATIONS: OEM Distribution Kit consisting of Product in object code form and install utilities. Single copy of Product documentation for support purposes only. The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

(a) For each Customer System identified on Exhibit M (m8), during the term of this Agreement, COMPANY agrees to pay MS a royalty, at the applicable Net Royalty Rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY. Net Royalty Rate equals the stated royalty rate for Windows NT less royalties paid by COMPANY for MS-DOS and/or Windows, as applicable, for such Customer Systems.

Maximum No. of Processors	Royalty Rate (US$)	MS-DOS/Windows Royalties as per Exhibit(s) C	Net Royalty Rate
2	$134.00	- Exhibits(C15,C16,C17) $68.50	= $65.50

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

(b) If COMPANY licenses or distributes a non-English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of Two Dollars Dollars and Fifty Cents (US$2.50) multiplied by the number of full or partial copies of such non-English language version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

(c) 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 licensed or distributed by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

(d) Additionally, COMPANY agrees to provide monthly sales out, sell through, inventory and business and government institution sales reporting in compliance with the then-current MS Large Volume Account Electronic Reporting Format ("LVAER Format"). Reporting shall include the customer name, bill to, ship to, state and zip codes, quantity of units, and part description. The current LVAER Format shall be provided by MS to COMPANY. MS may revise the LVAER Format from time-to-time during the term of the Agreement.

ROYALTIES FOR NEW VERSION RELEASES: MS may elect to increase the per system royalties

13

MS-PCA 2558840

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: 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.

ADDITIONAL PROVISIONS:

(a) In order to support end-users, COMPANY agrees to employ at all times at least one support technician who has successfully completed, at COMPANY's expense, the Microsoft Certified Professional program for Windows NT.

(b) Notwithstanding anything to the contrary contained in Section 6 of the Agreement, COMPANY's End User License Agreement shall be substantially similar to Exhibit A [Sample License Agreement], except that the language below shall be substituted for Section 4 of Exhibit A:

"4. DUAL MEDIA SOFTWARE. You may receive the SOFTWARE in disk media or on a CD-ROM, or in both media. Regardless of the number or type(s) of media you receive, you may use only the media appropriate for your single computer. You may not use the other media 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 user documentation."

(c) MS reserves the right to change the Product name prior to commercial release of the Product, and will use reasonable best efforts to advise COMPANY of any such name changes.

(d) COMPANY may not ship Product with other MS operating systems (e.g. MS-DOS and/or Windows) on the same Customer Systems.

Exhibit to the License Agreement dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

EXHIBIT M

COMPANY'S CUSTOMER SYSTEMS

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be all COMPANY's current and future single user computer systems that utilize a single one of the Intel microprocessors listed below, or non-Intel microprocessors that execute the same instruction sets.

m1	80286
m2	80386SX, 80386SL (non-network enabled)
m3	80386DX (non-network enabled)
m4	80486SX, 80486DX (non-network enabled)
m5	80386SX, 80386SL (network enabled)
m6	80386DX (network enabled)
m7	80486SX, 80486DX (network enabled)
m8	80486 (with CD ROM, 16MB RAM, 240 MB hard drive, configured with WindowsNT RTR Logo)

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

15

MS-PCA 2558842

Microsoft

STANDARD LICENSE	AMENDMENT #	OTHER	NEW LICENSE # FOR CORPORATE USE ONLY
YES NO	9		

NON-STANDARD FINANCIAL TERMS	RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
Identify all terms in COMMENTS Section.	INC.	# R227-0302

COMPLETE COMPANY NAME		SHORT COMPANY NAME
Sidus System Inc.	RECEIVED	SIDUS

ADDRESS		PHONE # (INCLUDE CITY & COUNTRY CODES)
25 Minthorn Court	RECEIVED LL.	416-882-1600
Thornhill, Ontario	AUG 3 0 1993 AUG 27 1993	FAX # 416-882-2430
Canada	MICROSOFT LEGAL DEPT. OEM SALES	PERSON TO SEND NOTICES/REQUESTS AL MUZAR
L3T 7N5		TITLE VICE PRESIDENT

ACCT MGR'S EMAIL NAME DOUGCL	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME FRANKCL	GM's SIGNATURE

LICENSE DATE 10/15/90	AMENDMENT DATE 8/1/93	DUE ON SIGNING	YR 1 COMMITMENT $400,000	YR 2 COMMITMENT $410,000	YR 3 COMMITMENT $501,000

PRODUCTS LICENSED

PRODUCT	VERSION	ANNUAL UNIT COMMITMENT	ROYALTY
MS Windows NT	3.10	1,500	$134.00
Enhanced Tools	1	10,000	$4.00

COMMENTS   (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

Summary of Amendment
Standard wording amendment to add Windows NT and adjust royalty rate for Enhanced Tools

Exhibit B is increased by $94,000 representing additional commitment of 1500 units of Windows NT
Exhibit C17 (Windows NT) is added to license /system for their 486 dream machine
Exhibit C16 reduces the royalty rate for Enhanced Tools to price guide of $4.00

Sidus has an individual completing MCP certify and expected be Certified soon.
Sidus is the first OEM to License Windows NT in Canada.
(Great Job!)

GROUP MANAGER	VICE PRESIDENT
OEM DIRECTOR	LEGAL DEPT. Christine Collberg Sept 9, 93

MATERIAL REDACTED

AMENDMENT NUMBER 8

Dated November 1, 1992

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

122892.01 sidamen8.doc

MS-PCA 2558843

HIGHLY CONFIDENTIAL

This Amendment is entered into effective the 1st day of November, 1992 between Microsoft Corporation, a corporation of Delaware ("MS"), and SIDUS SYSTEMS INC. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and 5.00 and MICROSOFT® MS SHELL Version 1.01 and 5.00" dated October 15, 1990 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:
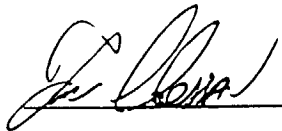
1.   Exhibit C11 of the agreement is hereby superceded by the attached Exhibit C11.

2.   Exhibit C15 of the agreement is hereby superceded by the attached Exhibit C15.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

By   By

Jan Claesson   Al Muzar
Name   Name

Director, OEM Sales   Vice-President
Title   Title

9/1/93   Aug 25/93
Date   Date

2

EXHIBIT 11 (PER SYSTEM)

PRODUCT: Microsoft Windows

VERSION NO: 3.1

LANGUAGE VERSION: Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLES:

    (a)   Product in Object Code form.

    (b)   Standard Documentation that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

Customer System	Royalty Rate ($US)
m2-m7 (Exhibit M)	$ 35.00

    (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, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

    (c)   Notwithstanding anything to the contrary above, COMPANY shall not be required to pay MS a royalty with respect to the Customer System(s) identified on Exhibit(s) M which are shipped to Westinghouse Corporation for use as a airline reservation system pursuant to Exhibit T without the Product identified above. COMPANY's report shall specify the number of Customer System(s) so shipped to Westinghouse Corporation and exempted from a royalty obligation pursuant to this clause.

3

MS-PCA 2558845

HIGHLY CONFIDENTIAL

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalties 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:

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.

ADDITIONAL PROVISIONS:

The Product described in this Exhibit contains Version 8.2 of the Microsoft mouse driver ("MS Driver") (files designated as MOUSE.COM and MOUSE.SYS), which is MS proprietary software designed for use with the Microsoft Mouse. In the event COMPANY ships a non-MS mouse or pointing device and the MS Driver with or to end user purchasers of COMPANY's Customer Systems, COMPANY agrees to pay MS an additional royalty of Five Dollars (US$5.00) for each copy of the Product so shipped by COMPANY. Reporting and payment of such additional royalties shall be in accordance with this Exhibit and Section 3 ("Price and Payment") of this Agreement.

Exhibit to the Amendment dated November 1, 1992, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558846

PRODUCT: MS-DOS

VERSION NO: 6.0

FOREIGN LANGUAGE: (Domestic USA English Version, French Canadian)

PRODUCT DELIVERABLE:

    OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.
Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C3 and C4 for MS-DOS operating system version 5.0 prior to July 1, 1993.

Customer System	Royalty Rate (US$)
m1	$ 24.50
m2-m7	$ 28.50

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

    (b) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

    (c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US$2.50) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

    (d) 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

MS-PCA 2558847

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:

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558848

April 8, 1993

Microsoft·

Sidus Systems Inc.
25 Minthorn Crt.
Thornhill, Ontario
L3T 7N5

Attn: Mr. Al Muzar, Vice President

RE: Microsoft License Agreement # R227-0302 for Microsoft between SIDUS SYSTEM INC. and Microsoft, dated October 15, 1990
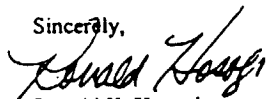
Dear Mr. Al Muzar

The following terms and conditions shall apply:

COMPANY may upgrade previously licensed copies of MS-DOS 5.0 (shipped with COMPANY'S Customer Systems) to MS-DOS 6.0 ("Upgrade Product") at no royalty charge under the following conditions:

1. COMPANY's end user purchasers must have purchased a Customer System with MS-DOS 5.0 from COMPANY between March 29, 1993 and April 15, 1993.

2. The Upgrade Product must be distributed directly to the customer as a mail order fulfillment item by May 15, 1993. The Upgrade Product shall not be available through any other COMPANY distribution channel.

3. COMPANY may distribute a maximum of 2300 copies of Upgrade Product.

4. COMPANY must report all copies of Upgrade Product on the quarterly royalty reports submitted to MS.

5. COMPANY must undertake reasonable measures to ensure that upgraded copies of MS-DOS 5.0 are returned to COMPANY or destroyed.

6. Upgrade Product shall be offered at "no charge" except that COMPANY may charge its reasonable COGs, shipping, handling and postage fees.

Please sign and date below, where indicated, if you are in agreement with these terms.

Sincerely,

Ronald K. Hosogi
Director, OEM Sales

SIDUS SYSTEMS INC.

Signature

Al Muzar - Vice President

April 13/93
Date

MS-PCA 2558849

HIGHLY CONFIDENTIAL

HIGHLY
CONFIDENTIAL

Such license rights are subject to the restrictions and conditions in this Agreement, and in particular in Section 6.

(b)   Except as necessary to install Product software, as permitted under Section 2(a)(i), COMPANY may not reproduce Product. Product software (in diskette form) and Product documentation (in hard copy form) shall be available to COMPANY only from an Authorized Distributor and/or Authorized Replicator.

(c)   COMPANY acknowledges that MS may require Authorized Distributor and/or Authorized Replicator to refuse to fill COMPANY's orders if COMPANY fails to comply with any provision of this Agreement.

(d)   COMPANY shall not modify or substitute Product documentation without MS' prior written permission. However, COMPANY, at its option, may distribute supplemental Product documentation in conjunction with the Product, provided that COMPANY's supplemental documentation is consistent with Product documentation provided by MS.

(e)   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. 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.

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

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

(h)   MS agrees to negotiate in good faith with COMPANY to license Product Releases and other products not available to COMPANY under this Agreement at MS' then applicable price(s), 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.

(b)   Prices stated are exclusive of any federal, state, municipal or other governmental taxes (including foreign tax withholding except as provided in Section 3(c)), duties, licenses, fees, excises or tariffs now or hereafter imposed on COMPANY's or COMPANY Subsidiaries' production, storage, licensing, sale, transportation, import, export or use of a Product or on any intercompany charges between COMPANY and COMPANY Subsidiaries. Such charges shall be paid by COMPANY, or in lieu thereof, COMPANY shall provide a resale or exemption certificate acceptable to MS and the applicable domestic state and local authorities. MS, however, shall be responsible for all taxes based upon its personal property ownership and gross or net income.

(c)   In the event COMPANY is based outside the US and income 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

MS-PCA 2558851

Amendment No. 7
to the License Agreement Between
SIDUS SYSTEMS INC. and MICROSOFT CORPORATION
Dated October 15, 1990, Contract No. R227-0302

This Amendment ("Amendment") to the License Agreement ("Agreement") between MICROSOFT CORPORATION ("MS") and SIDUS SYSTEMS INC. ("COMPANY") dated October 15, 1990, is made and entered into this 1st day of January 1993.

I. The following provisions shall amend or modify the corresponding provisions of the Agreement with respect to Product licensed in Exhibits C15 through C16 of this Amendment only, but shall not modify or amend such provisions with respect to other Products.

1. **DEFINITIONS.**

(d) "Product" or "Products" shall mean the copyrighted and/or patented MS software products described in the attached Exhibit(s) C (including MED Product and Product acquired for Authorized Replicator), including where applicable the specified user documentation. "Product software" or "Product documentation" shall mean the software or documentation components of the Product.

(h) "MED Product" shall mean Product in "Easy Distribution Package" form available for purchase from an Authorized Distributor.

(i) "Authorized Replicator" shall mean a third party approved by MS which may reproduce and manufacture Product for COMPANY. MS shall provide COMPANY with a list of Authorized Replicators and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

(j) "Authorized Distributor" shall mean a third party approved by MS from which COMPANY may purchase MED Product. MS shall provide COMPANY with a list of Authorized Distributors and shall notify COMPANY at least thirty (30) days in advance of any additions or deletions from this list.

[Sections 1(a), 1(b), 1(c), 1(e), 1(f) and 1(g) - no change]

2. **LICENSE GRANT.**

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

(i) to reproduce and install no more than one (1) copy of Product software on each Customer System hard disk or Read Only Memory ("ROM");

(ii) to distribute directly or indirectly and license copies of the Product (reproduced as per Section 2(a)(i) and/or acquired from Authorized Replicator or Authorized Distributor) in object code form to end users; and

(iii) to grant to COMPANY Subsidiaries (as "subsidiary" defined in Section 1(a)) all rights granted to COMPANY herein (except that COMPANY Subsidiaries may not further grant rights to third parties).

MS-PCA 2558850

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.

(d) Except where otherwise provided, COMPANY agrees to make consolidated (i.e. on behalf of COMPANY and COMPANY Subsidiaries which exercise rights under this Agreement) quarterly reports and payments to MS within thirty (30) days after the end of each calendar quarter, and thirty (30) days after termination or expiration for the final full or partial 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 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 MS may provide from time to time. A finance charge of one and one-half percent (1-1/2%) per month will be assessed on all amounts that are past due, including receipts for foreign taxes withheld.

(e) No royalty shall accrue to MS for copies of a Product (i) used by COMPANY 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) provided as back-up copies to end users by COMPANY under Section 6(d).

(f) COMPANY shall provide MS with a copy of its US state resale exempt certificate, if applicable, with this Agreement when it is returned for signature by MS.

(g) If COMPANY is a US based company, payments and royalty reports shall be made to:

> MICROSOFT CORPORATION
> P.O. Box 84808
> Seattle, WA 98124-6108

If COMPANY is based outside the US, COMPANY agrees to make such payments and royalty reports as follows:

Payment by wire transfer to:	Royalty reports to:
Citibank N.A.	MICROSOFT CORPORATION
399 Park Avenue	One Microsoft Way
New York, NY 10043	Redmond, WA 98052-6399
USA	USA
ABA 021000089	ATTN: OEM Finance

Regarding:
Microsoft International OEM Collections
Account #38468231

or to such other address or account as MS may specify from time to time. COMPANY agrees to specify the MS invoice number, if any, with respect to which payment is made.

4. ACCEPTANCE AND LIMITED WARRANTY.

(a) With respect to Product Deliverables defined on the applicable Exhibit C provided to COMPANY by MS:

(i) Within thirty (30) days after the later of COMPANY's execution of this Agreement or MS' delivery to COMPANY of each 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.

(ii) 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 (A) the Product may be retained at an equitable adjustment in price as may be agreed by the parties, or (B) the correction period may be extended as may be agreed by the parties, or (C) 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 release of any Product under this Agreement.

(iii) 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 (iii) as to a particular release of a Product shall cease ninety (90) days after delivery to COMPANY of any subsequent release of Product which conforms to specifications as provided in Section 4(a).

(b) Authorized Distributor and/or Authorized Replicator, as applicable, shall provide warranty(ies), if any, for copies of Product provided to COMPANY by such Authorized Distributor and/or Authorized Replicator.

(c) 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.

(d) Except as expressly provided, this Agreement does not include technical support to COMPANY. Such support may be available pursuant to a separate agreement.

5. [no change]

6. **LICENSE RESTRICTIONS**.

(a) COMPANY shall market, distribute and license Product(s) only with those Customer System(s) listed on Exhibit C for the particular Product(s) and only inside the Customer System package. In addition to Product software installed on a Customer System, COMPANY may distribute only one copy of Product with each such Customer System. COMPANY shall also comply with the additional provisions, if any, provided in Exhibit(s) C with respect to Product distribution. COMPANY shall contractually obligate (e.g. by contract, invoice or other written instrument) its distributors, dealers and others in its distribution channels to comply with the foregoing. COMPANY agrees that it will discontinue distribution of Product to any such distributor, dealer or other in its distribution channel which does not comply with the foregoing.

(b) COMPANY shall not reverse engineer, decompile or disassemble any Product, except that in the European Economic Community, COMPANY shall have the limited right to decompile the Product solely to the extent permitted by the terms and conditions of Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991).

(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 Sample License Agreement attached as Exhibit A, except that it shall be adapted as commercially reasonable for any foreign jurisdiction in which COMPANY markets or distributes the Product.

(d) Where Product software is installed on the Customer System's hard disk or ROM, COMPANY shall:

(i) package the Product so that a notice placed over either the Customer System power switch in the "off" position or the power inlet connector informs the end user that turning on the Customer System indicates acceptance of the terms of the EULA; and

(ii) either (A) provide, in accordance with Section 6(a) above, a single copy of Product documentation with each Customer System; or (B) make the Product documentation available directly to COMPANY's end user purchasers as a mail order fulfillment item. Such Product documentation shall not be available through any other COMPANY distribution channel.

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

(f) COMPANY shall provide to its end user customers commercially reasonable access to Product technical assistance and shall prominently display its customer support telephone number in Customer System documentation and on each copy of Product package.

(g) COMPANY agrees to include an MS Product registration card in COMPANY's Customer System package for those COMPANY Customer Systems on which COMPANY installs Product on the hard drive or in ROM. MS agrees to negotiate in good faith with COMPANY a mechanism by which COMPANY can receive a listing of COMPANY's end users who have registered with MS. COMPANY must obtain the appropriate registration card from Authorized Replicator.

7. [Sections 7 to 19 - no change]

II. The attached Exhibit C15 for MS-DOS 6 shall be added to the Agreement.

III. The attached Exhibit C16 for Enhanced Tools for MS-DOS 6 shall be added to the Agreement.

IV. Exhibit M is hereby amended and as amended shall read as in the attached Exhibit M.

V. If the term of the Agreement extends beyond June 30, 1993, COMPANY's rights to distribute all versions of MS-DOS and MS-DOS Shell, if applicable, prior to versions numbered less than Version 6.0 shall cease effective July 1, 1993. From the date of this Amendment through June 30, 1993, COMPANY may ship a single copy of either MS-DOS 6 (and/or Enhanced Tools for MS-DOS, if licensed) or an earlier version of MS-DOS (and/or MS-DOS Shell, if licensed), but not both, with each Customer System.

VI. Except as provided herein, all terms of the Agreement shall remain in full force and effect. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

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

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

MICROSOFT CORPORATION

By _____

Name (Print) _____

Title _____

Date _____JAN 5, 1993_____

COMPANY

By _____

Name (Print) _____AL MUZAR_____

Title _____VP Mkt_____

Date _____Dec 14/92_____

11/10/92   LE922880.010

MS-PCA 2558855

HIGHLY CONFIDENTIAL

PRODUCT: MS-DOS

VERSION NO: 6.0

FOREIGN LANGUAGE: (Do not fill in if Domestic USA Version)

PRODUCT DELIVERABLE:

    OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.

    Single copy of Product documentation for support purposes only.

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the Product documentation.

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C3 and C4 for MS-DOS operating system version 5.0 prior to July 1, 1993.

Customer System	Royalty Rate (US$)
m1	$ 24.50
m2-m7	$ 28.50

NOTE: The above royalties are exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

    (b) MED Product is only offered in the form of MS-DOS 6 with Enhanced Tools for MS-DOS. Therefore, COMPANY must be licensed for both MS-DOS 6 and Enhanced Tools for MS-DOS in order to purchase the MED Product.

    (c) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US$2.50) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

    (d) 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed by or for COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

MS-PCA 2558856

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:

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® MS-DOS® 6 operating system

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558857

<u>EXHIBIT C16 (SYSTEM COMMITMENT)</u>

<u>PRODUCT</u>: Enhanced Tools for MS-DOS 6

<u>VERSION NO</u>: 1.0

<u>FOREIGN LANGUAGE</u>: (Do not fill in if Domestic USA Version)

<u>PRODUCT DELIVERABLE</u>:

    OEM Distribution Kit consisting of Product in object code form and pre-installation utilities.
    Single copy of Product documentation for support purposes only.

<u>PRODUCT SPECIFICATIONS</u>:

The Product will have features as specified in the Product documentation.

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

    (a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, multiplied by the number of full or partial Customer System(s) shipped or placed in use by or for COMPANY during the term of this Agreement, except those Customer System(s) shipped with Product identified on Exhibit C1 and C2 for MS-DOS Shell version 1.01 prior to July 1, 1993.

<u>Customer System</u>	<u>Royalty Rate (US$)</u>
All Exhibit M	$ 5.00

NOTE: The above royalty is exclusive of any charges by the Authorized Distributor or Authorized Replicator, as applicable, for copies of Product ordered by COMPANY.

    (b) If COMPANY licenses or distributes a non-US English language version of the Product, then, in addition to the royalty payable in Section (a) above, COMPANY agrees to pay MS a royalty of (US$2.50) multiplied by the number of full or partial copies of such translated version of the Product licensed or distributed by or for COMPANY during the term of this Agreement.

    (c) 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 for each language version licensed or distributed 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 and by language version of Product. 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 distributed 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:

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:

Microsoft® Enhanced Tools for MS-DOS® 6

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558859

<u>EXHIBIT M</u>

<u>COMPANY'S CUSTOMER SYSTEMS</u>

For purposes of this Agreement, COMPANY's Customer Systems shall be defined to be all COMPANY's current and future single user computer systems that utilize a single one of the Intel microprocessors listed below, or non-Intel microprocessors that execute the same instruction sets.

m1	80286
m2	80386SX, 80386SL (non-network enabled)
m3	80386DX (non-network enabled)
m4	80486SX, 80486DX (non-network enabled)
m5	80386SX, 80386SL (network enabled)
m6	80386DX (network enabled)
m7	80486SX, 80486DX (network enabled)

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

STANDARD LICENSE	AMENDMENT #	OTHER	NEW LICENSE # FOR CORPORATE USE ONLY
YES NO	7		

NON-STANDARD FINANCIAL TERMS	RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
Identify all terms in COMMENTS Section.	INC.	# R227-0302

COMPLETE COMPANY NAME	SHORT COMPANY NAME
Sidus System Inc.	SIDUS

ADDRESS
25 Minthorn Court

Thornhill, Ontario

Canada

L3T 7N5

PHONE # (INCLUDE CITY & COUNTRY CODES)
416-882-1600

FAX #
416-882-2430

PERSON TO SEND NOTICES/REQUESTS
AL MUZAR

TITLE
VICE PRESIDENT

RECEIVED DEC 2 1 1992 MICROSOFT LEGAL DEPT.

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM's SIGNATURE
DOUGCL		FRANKCL	

LICENSE DATE	AMENDMENT DATE	DUE ON SIGNING	YR 1 COMMITMENT	YR 2 COMMITMENT	YR 3 COMMITMENT
10/15/90	12/1/92		$400,000	$410,000	$405,000

PRODUCTS LICENSED

PRODUCT	VERSION	ANNUAL UNIT COMMITMENT	ROYALTY
MS-DOS 6.0	6.00	10,000	24.50/ 28.50
Enhanced Tools for MS-DOS 6	1	10,000	$5.00

COMMENTS (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

MATERIAL REDACTED

GROUP MANAGER		VICE PRESIDENT	
	12/18/92	LEGAL DEPT. Douglas J. ... 28 Dec 92	
OEM DIRECTOR Ron H.	1/5/93		

AMENDMENT NUMBER 6

Dated December 1, 1992

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

Effective the 1st day of December, 1992 the below-signed parties agree that the indicated portions of the above-referenced License Agreement (hereafter the "Agreement") are hereby amended by this instrument (hereafter the "Amendment") as follows:
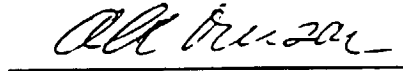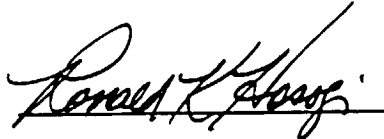
1. Exhibit C5 is hereby amended and as amended shall provide as set forth in the attached Exhibit C5.

2. Exhibits C9 is hereby added to the Agreement and as added shall provide as set forth in the attached Exhibit C9.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC.

By   By

RONALD K. HOSOGI   Al Muzar
Name   Name

DIRECTOR, OEM SALES   Vice-President
Title   Title

JAN 5, 1993   Dec 14/92
Date   Date

2

<u>EXHIBIT C5 (PER COPY)</u>

<u>PRODUCT</u>: MS OS/2

<u>VERSION NO</u>: 1.0, 1.1, 1.2 and 1.3

<u>LANGUAGE VERSION</u>: English

<u>PRODUCT DELIVERABLES</u>:

(a)   Product in Object Code form.
(b)   Standard Documentation in Series Number 786-1Z that MS delivers with the Product.

<u>PRODUCT SPECIFICATIONS</u>:

The Product will have features as specified in the above-referenced manual(s).

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

(a)   COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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.

<u>Customer System</u>	<u>Royalty Rate ($US)</u>
<u>ALL</u> (Exhibit M)	<u>$60.00 Prior to December 1, 1992</u>
<u>ALL</u> (Exhibit M)	<u>$ 45.00 On or After December 1, 1992</u>

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

<u>ADDITIONAL PROVISIONS</u>:

(a)   COMPANY shall neither: (i) market modifications which allow the Product(s), nor (ii) otherwise enable Product(s), to execute contemporaneously or in conjunction with any other operating system on any Customer System, without an amendment to this Agreement permitting such actions.

(b)   Notwithstanding the provisions of Section 2(b), Version Releases after Version 1.2 shall not be available to COMPANY under this Agreement unless MS determines, in its sole discretion, to provide such
Version Release(s) to COMPANY. MS may charge a new version charge for a Version Release.

<div align="right">MS-PCA 2558864</div>

3

HIGHLY CONFIDENTIAL

<div align="right">HIGHLY
CONFIDENTIAL</div>

(c)   COMPANY may license the Product only for use in single user configurations.

(d)   COMPANY will cause to appear on the container and labels of each copy of Product the following patent notice:

Patent Nos. 4,825,358 and 4,779,187

UPGRADES TO CUSTOMER BASE:

As to any Update Release or Version Release provided to COMPANY under Section 2(b), MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to COMPANY's existing customers of the Product. COMPANY is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a)   COMPANY may offer upgrade releases only on a replacement basis;

(b)   COMPANY shall establish a procedure for customers to certify in writing the destruction or return of copies of replaced Product; and

(c)   COMPANY's royalty report shall state the number of copies of each upgrade release shipped to customers during such calendar quarter.

In the event MS establishes a Zero Dollar (US$0.00) upgrade release royalty rate and COMPANY elects, subject to the above conditions, to take advantage of such rate, then COMPANY shall offer such upgrade release to its customers for no more than COMPANY's reasonable costs of materials, manufacture, postage and handling.

COPYRIGHT NOTICE: COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.

PRODUCT NAME(S) AND ASSOCIATED TRADEMARK(S):

Microsoft® Operating System/2
MS® OS/2

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

4

MS-PCA 2558865

PRODUCT: MS OS/2

VERSION NO: 2.0

LANGUAGE VERSION: English

PRODUCT DELIVERABLES:

    (a) Product in object code form.
    (b) Standard user Documentation that MS delivers under Product Commitment No. 786-20z
    (c) Adaptation Materials
          Yes ( ) No (x) Not Applicable ( )

PRODUCT SPECIFICATIONS:

The Product will have features as specified in the above-referenced manual(s).

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a) COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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.

Customer System	Royalty Rate ($US)
All Exhibit M	$ 45.00

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

ADDITIONAL PROVISIONS:

    (a) COMPANY shall neither: (i) market modifications which allow the Product(s), nor (ii) otherwise enable Product(s), to execute contemporaneously or in conjunction with any other operating system on any Customer System, without an amendment to this Agreement permitting such actions.

    (b) Notwithstanding the provisions of Section 2(b), Version Releases after Version 2.0 shall not be available to COMPANY under this Agreement unless MS determines, in its sole discretion, to provide such Version Release(s) to COMPANY. MS may charge a new version charge for a Version Release.

    (c) COMPANY may license the Product only for use in single user configurations.

  MS-PCA 2558866

(d)   When using "OS/2", "Operating System/2", or "Presentation Manager" (collectively "Third Party Trademarks") to identify the Product, COMPANY agrees to use the appropriate trademark symbol (either "®" or ™ in a superscript) whenever the Third Party Trademark first appears in any packaging, documentation, advertising or other promotional materials. COMPANY shall also display a footnote that reads as follows:

[OS/2] [Operating System/2] Presentation Manager is a [registered] trademark licensed to Microsoft Corporation."

RASTERIZER AND TYPEFONTS:

(a)   COMPANY shall use only the name Adobe Type Manager or "ATM" to identify the rasterizer.

(b)   COMPANY shall use the names provided in the code an documentation to identify the typefonts (e.g., Times New Roman and Helvetica).

·(c)   Notwithstanding anything else in the Agreement to the contrary, COMPANY shall not create derivative works based on the typefonts or remove the typefonts from the Product.

(d)   The typefonts provided in the Product are licensed by MS from third parties and MS' license to COMPANY under Section 2 of the Agreement shall terminate when MS' license with its vendor terminates provided MS shall give COMPANY thirty (30) days notice.

(e)   The following third party trademarks shall be marked and footnoted in accordance with Section 7 of the Agreement:

Adobe®
Adobe Type Manager®
ATM®
Helvetica®
Times New Roman®

UPGRADES TO CUSTOMER BASE:

As to any Update Release or Version Release provided to COMPANY under Section 2(b), MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to COMPANY's existing customers of the Product. COMPANY is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a)   COMPANY may offer upgrade releases only on a replacement basis;

(b)   COMPANY shall establish a procedure for customers to certify in writing the destruction or return of copies of replaced Product; and

MS-PCA 2558867

6

(c)   COMPANY's royalty report shall state the number of copies of each upgrade release shipped to customers during such calendar quarter.

In the event MS establishes a Zero Dollar (US$0.00) upgrade release royalty rate and COMPANY elects, subject to the above conditions, to take advantage of such rate, then COMPANY shall offer such upgrade release to its customers for no more than COMPANY's reasonable costs of materials, manufacture, postage and handling.

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC..

7   MS-PCA 2558868

Microsoft

INTERNATIONAL LICENSE INFORMATION TRANSMITTAL FORM

STANDARD LICENSE	AMENDMENT #	OTHER	NEW LICENSE # FOR CORPORATE USE ONLY
YES NO	6		
NON-STANDARD FINANCIAL TERMS		RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
Identify all terms in COMMENTS Section.		INC.	# R227-0302

COMPLETE COMPANY NAME			SHORT COMPANY NAME
Sidus System Inc.			SIDUS

ADDRESS			PHONE # (INCLUDE CITY & COUNTRY CODES)
25 Mintborn Court		**RECEIVED**	416-882-1600
			FAX #
Thornhill, Ontario		**DEC 2 1 1992**	416-882-2430
			PERSON TO SEND NOTICES/REQUESTS
Canada		MICROSOFT LEGAL DEPT	AL MUZAR
			TITLE
L3T 7N5			VICE PRESIDENT

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM'S SIGNATURE		
DOUGCL		FRANKCL			
LICENSE DATE	AMENDMENT DATE	DUE ON SIGNING	YR 1 COMMITMENT	YR 2 COMMITMENT	YR 3 COMMITMENT
10/15/90	12/1/92		$400,000	$410,000	$405,000

PRODUCTS LICENSED

PRODUCT	VERSION	ANNUAL UNIT COMMITMENT	ROYALTY
OS/2	2.00	1,000	$45.00

COMMENTS   (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

Adds OS/2 Version 2.0 to license, and adjusts royalty rate to current price guideline.

GROUP MANAGER		VICE PRESIDENT	
	12/18/92		
OEM DIRECTOR		LEGAL DEPT.	
Ron H.	1/5/93	Douglas J. Jackson	28 Dec 92

AMENDMENT NUMBER 5

Dated November 1, 1992

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

This Amendment is entered into effective the 1st day of November, 1992 between Microsoft Corporation, a corporation of Delaware ("MS"), and SIDUS SYSTEMS INC. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and 5.00 and MICROSOFT® MS SHELL Version 1.01 and 5.00" dated October 15, 1990 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:

1. Exhibit B of the agreement is hereby superceded by the attached Exhibit B.

2. Exhibit C13 is hereby added as indicated on the attached Exhibit C13.

3. Exhibit C14 is hereby added as indicated on the attached Exhibit C14.

4. Exhibit M of the Agreement is hereby superceded by the attached Exhibit M.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

By _____   By _____

JOACHIM KEMPIN   Al Muzar
Name   Name

VICE PRESIDENT   Vice-President
Title   Title

12/22/92   October 21, 1992
Date   Date

2   MS-PCA 2558871

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred Thousand Dollars (US$ 400,000) 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 refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
Signing of this Agreement (payment due upon signing)	$ 0	$ 0
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	$ 75,000.00	$75,000.00
3 months after the FIRST PAYMENT DATE	$ 75,000.00	$150,000.00
6 months after the FIRST PAYMENT DATE	$100,000.00	$250,000.00
9 months after the FIRST PAYMENT DATE	$150,000.00	$400,000.00
Total First Period Minimum Commitment	$400,000.00	$400,000.00

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

MS-PCA 2558872

3

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred and Ten Thousand Dollars (US$ 410,000) 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 not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
End of the:		
12 months after the FIRST PAYMENT DATE	$150,000.00	$150,000.00
15 months after the FIRST PAYMENT DATE	$75,000.00	$225,000.00
18 months after the FIRST PAYMENT DATE	$80,000.00	$305,000.00
21 months after the FIRST PAYMENT DATE	$105,000.00	$410,000.00
Total Second Period Minimum Commitment	$410,000.00	$410,000.00

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

4   MS-PCA 2558873

MINIMUM COMMITMENT

Third Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred and Five Thousand Dollars (US$ 405,000) for Product(s) licensed under this Agreement within the third 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 third period of this Agreement. Payments made during the first and second period of this Agreement shall not be credited towards the minimum commitment requirement in the third 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 not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
End of the:		
24 months after the FIRST PAYMENT DATE	$105,000.00	$105,000.00
27 months after the FIRST PAYMENT DATE	$100,000.00	$205,000.00
30 months after the FIRST PAYMENT DATE	$100,000.00	$305,000.00
33 months after the FIRST PAYMENT DATE	$100,000.00	$405,000.00
Total Third Period Minimum Commitment	$405,000.00	$405,000.00

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

Exhibit to the Amendment dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

5

<u>EXHIBIT C13 (SYSTEM COMMITMENT)</u>

<u>PRODUCT</u>: Microsoft Windows for Workgroups

<u>VERSION NO</u>: 3.1

<u>LANGUAGE VERSION</u>: English

<u>PRODUCT DELIVERABLES</u>:

    (a)   Product in object code form.
    (b)   Standard user documentation that MS delivers under Product Commitment No. 776-300-X01

<u>PRODUCT SPECIFICATIONS</u>:

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

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System.

<u>Customer System</u>	<u>Royalty Rate ($US)</u>
<u>m5-m7</u>	<u>$ 14.00 (Effective December 1, 1992)</u>

    (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 for each language version, 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 processor and by language version of Product. 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.

MS-PCA 2558875

6

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:

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.

PRODUCT NAME AND ASSOCIATED TRADEMARKS:
Microsoft® Windows™ for Workgroups operating system with integrated networking

Exhibit to the Amendment dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558876

<u>EXHIBIT C14</u>

<u>ADDITIONAL LANGUAGE VERSIONS</u>

The Product described in Exhibit C13 shall include the additional language versions identified below. COMPANY shall license at most one language version of the Product for use on each applicable CUSTOMER SYSTEM. COMPANY's royalty obligations shall be as set forth in the Reference Exhibit regardless of the language version licensed with each applicable CUSTOMER SYSTEM. Notwithstanding the preceding sentence, COMPANY shall pay MS an additional language version royalty equal to fifteen percent (15%) of the royalty otherwise payable to MS for each full or partial copy of each language version of the Product identified below which is licensed or otherwise disposed of by COMPANY during the term of this Agreement. COMPANY shall report, on a language version by language version basis, and pay such language version royalties pursuant to and as part of its royalty payment and reporting obligations under the Royalty Payments and Reporting Requirements section of the Reference Exhibit.

1.   Language Version: <u>French</u>

   Product Deliverables:

   (a)   Product in object code form.
   (b)   Standard user Documentation that MS delivers under Product Commitment No.
   _____.
   (c)   Adaptation Materials
            Yes ( )   No ( )   Not Applicable (x)

2.   Language Version: _____

   Product Deliverables:

   (a)   Product in object code form.
   (b)   Standard user Documentation that MS delivers under Product Commitment No.
   _____.
   (c)   Adaptation Materials
            Yes ( )   No ( )   Not Applicable (x)

Exhibit to the Amendment dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558877

EXHIBIT M

COMPANY'S CUSTOMER SYSTEM(S)

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 products (ie. computer systems, motherboards, un-assembled computer system) that utilize a single one of the following Intel microprocessors or non-Intel microprocessors that execute the same instruction sets:

m1	80286
m2	80386SX, 80386SL (non-network enabled)
m3	80386DX (non-network enabled)
m4	80486SX, 80486DX (non-network enabled)
m5	80386SX, 80386SL (network enabled)
m6	80386DX (network enabled)
m7	80486SX, 80486DX (network enabled)

COMPANY's Customer System(s) shall be "network enabled" if they contain either a network card or network chip on the motherboard.

Exhibit to the Amendment dated October 15, 1990, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558878

9

Microsoft·

INTERNATIONAL LICENSE INFORMATION TRANSMITTAL FORM

STANDARD LICENSE	AMENDMENT #	OTHER		NEW LICENSE # FOR CORPORATE USE ONLY
YES NO	5			

NON-STANDARD FINANCIAL TERMS	RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
Identify all terms in COMMENTS Section.	INC.	# R227-0302

COMPLETE COMPANY NAME	SHORT COMPANY NAME **RECEIVED**
Sidus System Inc.	SIDUS

ADDRESS	PHONE # (INCLUDE CITY COUNTRY CODES) **OCT 28 1992**
25 Minthorn Court	416-882-1600
	FAX # **MICROSOFT LEGAL DEPT**
Thornhill, Ontario	416-882-2430
	PERSON TO SEND NOTICES/REQUESTS
Canada	AL MUZAR
	TITLE
L3T 7N5	VICE PRESIDENT

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM'S SIGNATURE
DOUGCL		FRANKCL	

LICENSE DATE	AMENDMENT DATE	DUE ON SIGNING	YR 1 COMMITMENT	YR 2 COMMITMENT	YR 3 COMMITMENT
10/15/90	11/1/92		$400,000	$410,000	$405,000

PRODUCTS LICENSED

PRODUCT	VERSION	ANNUAL UNIT COMMITMENT	ROYALTY
Windows for Workgroups	3.10	1,000	$14.00

COMMENTS   (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

Adds Windows for Workgroups for 386, 486 systems and up that are network enabled
Increases minimum commitment by $10,000 for the second period

GROUP MANAGER	VICE PRESIDENT
OEM DIRECTOR	LEGAL DEPT. Douglas J. Jackson 20 Nov 12

AMENDMENT NUMBER 4

Dated December 1, 1991

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

1

This Amendment is entered into effective the 1st day of December, 1991 between Microsoft Corporation, a corporation of Delaware ("MS"), and SIDUS SYSTEMS INC. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and 5.00 and MICROSOFT® MS SHELL Version 1.01 and 5.00" dated October 15, 1991 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:

1.   Exhibit C3 is hereby amended as indicated on the attached Exhibit C3.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

Ronald K. Horop   _AA Muzar_
By   By

_____   _____Al Muzar_____
Name   Name

_____   _____Vice-President_____
Title   Title

_____JUL 24, 1992____   _____July 17/92_____
Date   Date

MS-PCA 2558881

2

EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: __Microsoft MS-DOS__

VERSION NO: 4.01, 5.0

LANGUAGE VERSION: US

PRODUCT DELIVERABLES:

    (a)   Product in Object Code form.
    (b)   Standard Documentation that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade Royalty Rate (see below).

Customer System	Royalty Rate ($US)	
All	35.00	(prior to January 1, 1992)
Exhibit M1	24.00	(on or after January 1, 1992)
Exhibit M2, M3	26.00	(on or after January 1, 1992)
Exhibit M4	28.00	(on or after January 1, 1992)

    (b)   As between the Product Releases set forth in this Exhibit C3, COMPANY agrees that for each applicable CUSTOMER SYSTEM manufactured by or for COMPANY during the term of this Agreement, COMPANY shall license, at most one release of the Product, but no combination thereof, (i.e. no more than one such Product Release for use on each CUSTOMER SYSTEM). COMPANY shall still make royalty reports on a Product Release basis.

    (c)   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, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 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:

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

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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of sixty-five percent (65%) of the highest applicable royalty stated in this Exhibit C (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, 1981-1991. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:
Microsoft® MS-DOS®,
MS-DOS®

OTHER ASSOCIATED TRADEMARKS AND DESCRIPTOR:
GW-BASIC™ Interpreter

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

4

Microsoft INTERNATIONAL LICENSE INFORMATION/TRANSMITTAL FORM

STANDARD LICENSE	AMENDMENT # *	OTHER *		NEW LICENSE # FOR CORPORATE USE ONLY
— YES — NO *	4			| | | | | _ | | | | |

NON-STANDARD FINANCIAL TERMS * _____	RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
If non-standard, identify all terms in "COMMENTS" below	INC.	R | 2 | 2 | 7 | _ | 0 | 3 | 0 | 2 |

COMPLETE COMPANY NAME	SHORT COMPANY NAME
SIDUS SYSTEMS INC.	SIDUS

ADDRESS	PHONE # (INCLUDE CITY & COUNTRY CODES)
25 Minthorn Court	(416) 882-1600
Thornhill, Ontario	FAX # (416) 882-2430
L3T 7N5	PERSON TO SEND NOTICES/REQUESTS TO: Al Muzar
	TITLE Vice-President

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM'S SIGNATURE
dougcl	X	frankcl	X

DATE OF AGREEMENT	DATE OF AMENDMENT	1ST ANNUAL COMMITMENT	2ND ANNUAL COMMITMENT	DUE ON SIGNING
M /D /Y	M /D /Y	$	$	$

PRODUCTS LICENSED (Each product with version number should be listed separately. If an amendment, list just the amended products.)

PRODUCT	ANNUAL UNIT COMMITMENT	VERSION	ROYALTIES
1 MS-DOS	5000	4.0	24-28 $ per YS
2			$ per
3			$ per
4			$ per
5			$ per
6			$ per

COMMENTS (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

Adds DOS 4.01 to licences for reporting purposes

Did not pass thru Legal of Gen Sidus

[signature] 7-28-92	HIGHLY CONFIDENTIAL —	MS-PCA 2558884
DIRECTOR [signature] 7/24/92 DATE	VICE PRESIDENT	DATE
OEM DIRECTOR DATE	* LEGAL DEPT.	DATE

HIGHLY CONFIDENTIAL

Microsoft

	LICENSE NO. FOR CORPORATE USE ONLY
COMPLETE COMPANY NAME	SHORT COMPANY NAME
SIDOS SYSTEMS INC.	SIDUS.

BILL TO ADDRESS | **PRODUCT DELIVERY ADDRESS**

BILL TO ADDRESS	PRODUCT DELIVERY ADDRESS
ADDRESS 1 25 Minthorn Court	ADDRESS 1
ADDRESS 2	ADDRESS 2
CITY Thornhill, Ontario	CITY
COUNTRY, ETC. CANADA , L3T 7N5	COUNTRY, ETC.

PHONE NUMBER

COUNTRY CODE	CITY CODE	LOCAL PHONE NUMBER (including any other codes not listed)
	(416)	282-1600
COMPLETE FAX NUMBER (WITH CODES) (416) 882-2430	TELEX NUMBER	

PERSON TO WHOM NOTICES, REQUESTS, AND SHIPMENTS SHOULD BE SENT:

FIRST NAME AL	LAST NAME MUZAR	TITLE VP.

PERSON TO WHOM INVOICE IS SENT:

FIRST NAME AL	LAST NAME MUZAR	TITLE VP.

RESPONSIBLE SUBSIDIARY MS-INC	STANDARD LICENSE ☑ YES ☐ NO	IF AMENDMENT, AMENDEMENT # #1		LICENSE NO. R1217-013012
ACCOUNT MANAGER'S EMAIL NAME BERTL		ACCOUNT MANAGER'S SIGNATURE X		
COUNTRY MANAGER'S EMAIL NAME FRANKEL		COUNTRY MANAGER'S SIGNATURE X		

DATE OF AGREEMENT 01/01/91	TERMINATION DATE 15/10/92	1ST ANNUAL COMMITMENT 1 $450,000	2ND ANNUAL COMMITMENT 2 $450,000	DUE ON SIGNING $75,000.

PRODUCTS LICENSED UNDER AGREEMENT (each product with version number should be listed separately)

	PRODUCT	VERSION	ROYALTIES	
1	MS-DOS 4.01 + 5.0	4.01/5.0	$ 35	per Processor
2	MS-DOS French	4.01/5.0	$ 40.25	per "
3	Windows	3.0	$ 35	per 386sx +
4	Windows French	3.0	$ 40.25	per 386sx +
5	MS-Shell	101/50	$ 0	per Processor
6	MS-Shell French	101/50	$ 2	per Processor

COMMENTS

This amendment adds Frence purchase for
a term of $45.0K/yr ... #
ADDs Win3 + Dos 5.0 @ $35/year
old royalty was Dos @ $40.

MS-PCA 2558885

HIGHLY CONFIDENTIAL

HIGHLY CONFIDENTIAL

PART NO 000-000-203   WHITE - OEM OPERATIONS   YELLOW - AREA DIRECTOR   GOLDENROD - ACCT. MANAGER

ORIGINAL

AMENDMENT NUMBER 3

Dated December 1, 1991

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

022592.03 sidamen3.doc

This Amendment is entered into effective the 1st day of December, 1991 between Microsoft Corporation, a corporation of Delaware ("MS"), and SIDUS SYSTEMS INC. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and 5.00 and MICROSOFT® MS SHELL Version 1.01 and 5.00" dated October 15, 1991 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:

1.   Exhibit C3 is hereby amended as indicated on the attached Exhibit C3.

2.   Exhibit C9 is hereby deleted from the agreement.

3.   Exhibit C10 is hereby amended as indicated on the attached Exhibit C10.

4.   Exhibit C11 is hereby amended as indicated on the attached Exhibit C11.

5.   Exhibit T is hereby added as indicated on the attached Exhibit T

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

MS-PCA 2558887

2

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

_____   _____
By   By

JOACHIM KEMPIN   Al Muzar
_____   _____
Name   Name

VICE PRESIDENT   Vice-President
_____   _____
Title   Title

April 22, 1992   _____
_____
Date   Date

3

<u>EXHIBIT C3 (SYSTEM COMMITMENT)</u>

<u>PRODUCT</u>: MS-DOS   <u>VERSION NO</u>: 5.0
          (includes QBasic Interpreter)

<u>LANGUAGE VERSION</u>: English

<u>PRODUCT DELIVERABLES</u>:

    (a)   Product in Object Code form.
    (b)   Standard Documentation in series number D781-5Z that MS delivers with the Product.

<u>PRODUCT SPECIFICATIONS</u>:

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

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

Customer System	Royalty Rate ($US)	
All	35.00	(prior to January 1, 1992)
Exhibit M1	24.00	(after January 1, 1992)
Exhibit M2, M3	26.00	(after January 1, 1992)
Exhibit M4	28.00	(after January 1, 1992)

    (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, Version Releases, and Upgrades 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 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.

<div align="center">

MS-PCA 2558889

4

</div>

<u>EXHIBIT C3 (SYSTEM COMMITMENT)</u>
(Continued)

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:

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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (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.

ADDITIONAL PROVISION:

Prior to distribution of Product by COMPANY, COMPANY shall implement a tracking procedure (e.g. bar coding, serialization) that has been approved in writing by MS. COMPANY's tracking system shall enable COMPANY to identify its customer (i.e. distributor, dealer, end user) for each unit of the Product distributed. COMPANY shall not license or otherwise dispose of the Product unless and until such tracking system has been approved by MS and implemented by COMPANY.

COPYRIGHT NOTICE:

COPYRIGHT© MICROSOFT CORPORATION, 1981-1991. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:

Microsoft® MS-DOS® Operating System
Microsoft® QBasic™ Interpreter

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

5

ADDITIONAL LANGUAGE VERSIONS

The Product described in Exhibit C3 ("Reference Exhibit") shall include the additional language versions identified below. COMPANY shall license at most one language version of the Product for use on each applicable CUSTOMER SYSTEM. COMPANY's royalty obligations shall be as set forth in the Reference Exhibit regardless of the language version licensed with each applicable CUSTOMER SYSTEM. Notwithstanding the preceding sentence, COMPANY shall pay MS an additional language version royalty equal to Two Dollars ($2.00 US) otherwise payable to MS for each full or partial copy of each language version of the Product identified below which is licensed or otherwise disposed of by COMPANY during the term of this Agreement. COMPANY shall report, on a language version by language version basis, and pay such language version royalties pursuant to and as part of its royalty payment and reporting obligations under the Royalty Payments and Reporting Requirements section of the Reference Exhibit. The Product Name and Associated Trademark are, in all Language Versions listed below, the same as in the Reference Exhibit.

1. Language Version: <u>French</u>

    Product Deliverables:

    (a) Product in Object Code Form
    (b) Standard document in Series Number <u>D781-5F</u> that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

2. Language Version: _____

    Product Deliverables:

    (a) Product in Object Code Form
    (b) Standard document in Series Number _____ that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

    COPYRIGHT © MICROSOFT CORPORATION, 19_. All rights reserved.

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

<u>EXHIBIT C11 (PER SYSTEM)</u>

<u>PRODUCT</u>: Microsoft Windows

<u>VERSION NO</u>: 3.0

<u>FOREIGN LANGUAGE</u>: English

<u>PRODUCT DELIVERABLES</u>:

(a)   Product in Object Code form.

(b)   Standard Documentation in series number W770-3Z that MS delivers with the Product.

<u>PRODUCT SPECIFICATIONS</u>:

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

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

(a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

<u>Customer System</u>	<u>Royalty Rate ($US)</u>
M2,M3 and M4	$35.00

(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, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty report.

(c) Notwithstanding anything to the contrary above, COMPANY shall not be required to pay MS a royalty with respect to the Customer System(s) identified on Exhibit(s) M which are shipped to Westinghouse Corporation for use as a airline reservation system pursuant to Exhibit T without the Product identified above. COMPANY's report shall specify the number of Customer System(s) so shipped to Westinghouse Corporation and exempted from a royalty obligation pursuant to this clause.

MS-PCA 2558892

7

ROYALTIES FOR NEW VERSION RELEASES:

MS may elect to increase the per system royalties 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 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 highest applicable royalty stated in this Exhibit C (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.

ADDITIONAL PROVISIONS:

The Product described in this Exhibit contains Version 8.2 of the Microsoft mouse driver ("MS Driver") (files designated as MOUSE.COM and MOUSE.SYS), which is MS proprietary software designed for use with the Microsoft Mouse. In the event COMPANY ships a non-MS mouse or pointing device and the MS Driver with or to end user purchasers of COMPANY's Customer Systems, COMPANY agrees to pay MS an additional royalty of Five Dollars (US$5.00) for each copy of the Product so shipped by COMPANY. Reporting and payment of such additional royalties shall be in accordance with this Exhibit and Section 3 ("Price and Payment") of this Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985-1992. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows™

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

EXHIBIT T
THIRD PARTY PRIVATE LABELING

MS and COMPANY have entered into a License Agreement (the "Agreement") dated October 1, 1990. Upon execution by both parties, this Exhibit T is deemed part of the Agreement.

T1. **MARKETING RIGHTS REGARDING EXHIBIT T COMPANIES**

Notwithstanding anything to the contrary contained herein, COMPANY may also market the Product, in copy object form only, to not more than four companies listed in Section T6 (hereinafter "Exhibit T companies") in conjunction with their purchase from COMPANY of COMPANY's product described in Exhibit(s) M. There shall be no changes or substitutions permitted with respect thereto. The Exhibit T companies shall only distribute the Product in conjunction with the applicable computer system listed in Exhibit M and listed in Section T6. The Exhibit T companies may not reproduce, copy, or modify, adapt, or otherwise use the Product. The maximum number of copies of the Product COMPANY may provide each Exhibit T company for its described computer system shall not exceed the number of corresponding Exhibit M units COMPANY supplies such Exhibit T company.

T2. **COMPANY'S REQUIREMENTS FOR EXHIBIT "T" COMPANIES**

(a) COMPANY shall, by written agreement with each of the Exhibit T companies require the Exhibit T companies to fulfill, and COMPANY hereby guarantees in writing the Exhibit T companies' fulfillment of the following obligations, terms and conditions:

(i) Each Exhibit T company shall market the Product(s) only under the same product name(s) and trademark(s) as COMPANY does; and,

(ii) Each Exhibit T company shall comply with Sections 6(a)-(d), 7(a)-(i), 13, 18(a)-(b), and the applicable Exhibit C(s), as if each was directly applicable to such company including, without limitation, retention in confidence of, and requiring its customers to retain in confidence, such proprietary or confidential information and know-how transmitted to it by COMPANY and/or by MS through COMPANY.

(b) COMPANY shall retain such audit rights as may be required to ensure and/or verify the Exhibit T companies' compliance with the above and MS shall be an intended third party beneficiary of such rights.

(c) COMPANY shall ensure and guarantee that none of the rights regarding any Product, the associated product name, and/or trademark, obtained through COMPANY by any Exhibit T company shall be assignable.

MS-PCA 2558894

·9

(d)   Neither this Agreement nor the agreement between COMPANY and any Exhibit T company shall be deemed to create a partnership, joint venture, agency or contract of employment between such Exhibit T company and MS.

(e)   COMPANY shall at its own expense, obtain and arrange for the approvals, consents, licenses, authorizations, declarations, filings and registrations as may be necessary or advisable for the performance of all the terms and conditions of the above referenced written agreements pursuant to its obligations under Section 19 of this Agreement.

T3.   **EXHIBIT "T" COMPANIES' OBLIGATIONS UPON TERMINATION**

Upon termination of this Agreement, all agreement(s) between COMPANY and the Exhibit T companies relating to Product shall also be deemed terminated. Upon such termination, or if COMPANY's agreement with any Exhibit T company otherwise terminates, COMPANY shall cause and require the return of all full or partial copies of the Product in the possession or control of each terminated Exhibit T company to COMPANY within ten (10) days following the termination date. Such Exhibit T companies may, however, each retain one (1) copy of the Product in object code form and one (1) copy of the Product documentation to be used solely for support purposes. Termination shall in no event relieve any Exhibit T company of the obligations it has under its agreement with COMPANY pursuant to this License Agreement, including, without limitation, its obligations regarding the confidentiality of the Product. COMPANY shall require and ensure that from and after termination the Exhibit T companies will not use internally nor employ the Product as part or portion of any product which any such company may use, sell, assign, lease, license, or transfer to any third parties. COMPANY shall require and ensure that from and after termination each Exhibit T company will cease and desist from all use of the product name and associated trademark(s) and upon request deliver to MS or its authorized representatives all material upon which the product name and the associated trademark(s) appear.

T4.   **INDEMNIFICATION OF MS REGARDING EXHIBIT T COMPANIES**

COMPANY hereby agrees to indemnify, save and hold MS harmless from any and all actions, causes of action, claims, demands, losses, liabilities, expenses and damages (including reasonable attorney fees) arising out of or in connection with any activity, action and/or failure to perform by any Exhibit T company pursuant to the terms and conditions of this Agreement, or due to failure of COMPANY to provide MS with timely notice of any required information regarding any Exhibit T company. COMPANY shall promptly reimburse MS for any payment made or amount incurred by MS in respect of any liability, expense, damage or claim to which the foregoing indemnity relates.

T5.   **MS NONLIABILITY REGARDING EXHIBIT T COMPANIES**

MS shall have no liability to any Exhibit T company under any provision of this License Agreement or any transaction contemplated by this License Agreement.

T6.   **EXHIBIT T COMPANIES**

The following are the Exhibit T companies. If any of the information to be provided with respect to any Exhibit T company is not set forth below at the time of execution of this Agreement, it must be provided by COMPANY at least sixty (60) days before actual shipment and is subject to prior approval by MS before any shipment.

1.   EXHIBIT T COMPANY Name: Westinghouse Canada Inc.
     Computer System Name: Affinity Series
     Address: 777 Walkers Line, Burlington, Ontario L7N 2G1
     Telex: _____
     Fax: _____
     Contact: Steve Sandrers
     Phone: 416-333-3278
     COMPANY CUSTOMER SYSTEM: Affinity

2.   EXHIBIT T COMPANY Name: TLS Limited
     Computer System Name: Ultra Series
     Address: 2710-14th Ave, Markham, Ont. L3R 2L6
     Telex: _____
     Fax: 416-479-1167
     Contact: Terry Tomacek
     Phone: 416-479-1911
     COMPANY CUSTOMER SYSTEM: ULTRA

3.   EXHIBIT T COMPANY Name: _____
     Computer System Name: _____
     Address: _____
     Telex: _____
     Fax: _____
     Contact: _____
     Phone: _____
     COMPANY CUSTOMER SYSTEM: _____

MS-PCA 2558896

11

EXHIBIT T
THIRD PARTY PRIVATE LABELING
(Continued)

4. EXHIBIT T COMPANY Name: _____
    Computer System Name: _____
    Address: _____
    Telex: _____
    Fax: _____
    Contact: _____
    Phone: _____
    COMPANY CUSTOMER SYSTEM: _____

IN WITNESS WHEREOF, the parties have executed this Exhibit T as of the date first set forth above.

MICROSOFT CORPORATION

_____
By

_____
Name

_____
Title

_____
Date

SIDUS SYSTEMS INC.

_____
By

_____ Al Muzar _____
Name

_____ Vice-President _____
Title

_____
Date

MS-PCA 2558897

12

MICROSOFT INTERNATIONAL LICENSE INFORMATION/TRANSMITTAL FORM

STANDARD LICENSE	AMENDMENT # *	OTHER *	NEW LICENSE # FOR CORPORATE USE ONLY
— YES ☒ NO *	3		app mob

NON-STANDARD FINANCIAL TERMS * ____	RESPONSIBLE SUBSIDIARY	LICENSE # (IF AMENDMENT)
If non-standard, identify all terms in "COMMENTS" below	Inc.	R 2 2 7 0 MICROSOFT LEGAL DEPT 3 0 2

COMPLETE COMPANY NAME	SHORT COMPANY NAME
Sidus Systems Inc.	

ADDRESS	PHONE # (INCLUDE CITY & COUNTRY CODES)
25 Minthorn Court	

	FAX #
Thornhill, ON L3T 7N5	

	PERSON TO SEND NOTICES/REQUESTS TO:
	A. Muzar

	TITLE
	Vice President

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM'S SIGNATURE
dougcl	X	FRANKCL	X

DATE OF AGREEMENT	DATE OF AMENDMENT	1ST ANNUAL COMMITMENT	2ND ANNUAL COMMITMENT	DUE ON SIGNING
M 10 /D15 /Y 90	M 01 /D01 /Y91	$	$	$

PRODUCTS LICENSED (Each product with version number should be listed separately. If an amendment, list just the amended products.)

PRODUCT	ANNUAL UNIT COMMITMENT	VERSION	ROYALTIES
1 MS-DOS	6000	5.0	24/26/28 · $ per Sys.
2 MS-Windows	4000	3.X	$35 per Sys.
3			$ per
4			$ per
5			$ per
6			$ per

COMMENTS (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

-Adjusts MS DOS Royalty to current price guidlines.

-Adds private labeling exhibit.

-Exempts them from Windows royalty on special systems shipped to "Westinghouse" used as an airline reservation system.

-Changes French MS DOS to $2.00 additional royalty.
 Windows to $2.00

Side letter enclosed —

DIRECTOR	DATE	VICE PRESIDENT	DATE
	3/10/92		
OEM DIRECTOR	4/20/92 DATE	* LEGAL DEPT.	4/17/92 DATE

HIGHLY CONFIDENTIAL   MS-PCA 2558898

Microsoft

April 17, 1992

Al Muzar
Vice President
Sidus Systems Inc.
25 Minthorn Court
Thornhill, Ontario L3T 7N5
Canada

Re: Amendment Number 3, Dated December 1, 1991, to the License Agreement
       for Microsoft OS/2, Microsoft MS-DOS and Microsoft MS-DOS Shell Dated
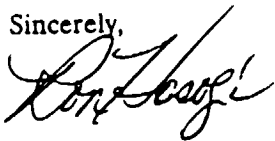   October 15, 1990

Dear Mr. Muzar:

In connection with the above-referenced, I write to confirm the following:

1.   On Exhibit C3 (as Amended), the various Royalty Rates stated to be
      applicable after January 1, 1992 shall be applicable on or after January 1,
      1992; and,

2.   On Exhibit C11 (as Amended), the correct copyright notice is "Copyright (C)
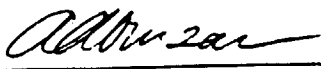   Microsoft Corporation, 1985-1990."

Please confirm your agreement with the above by signing and returning the enclosed
duplicate copy of this letter to the undersigned at your earliest convenience.

Sincerely,

Ronald Hosogi
DIRECTOR, OEM
AGREED:
Sidus Systems Inc.

By: _____   May 8/92
    Al Muzar   Date
    Vice President

HIGHLY CONFIDENTIAL

**HIGHLY
CONFIDENTIAL**

MS-PCA 2558899

AMENDMENT NUMBER 2

Dated April 1, 1991

To the License Agreement

For

MICROSOFT® OS/2® Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS® 4.01 and 5.00 and
MICROSOFT® MS SHELL® Version 1.01 and 5.00

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYSTEMS INC.,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

011291.03
/word/contract/sidamen2.doc

HIGHLY CONFIDENTIAL

This Amendment is entered into effective the 1st day of April, 1991, between Microsoft Corporation, a corporation of Delaware ("MS"), and SIDUS SYSTEMS INC. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and 5.00 and MICROSOFT® MS SHELL Version 1.01 and 5.00" dated October 15, 1991 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:

1.   **EXHIBIT B**   Exhibit B is hereby amended as indicated on the attached Exhibit B.

2.   **EXHIBIT C**   Exhibit C5 is hereby amended as indicated in the attached Exhibits C5.

3.   Section 9 of the Agreement is hereby amended and as amednded shall provide as follows:

9.   **TERM OF AGREEMENT**

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) three (3) years from the end of the calendar quarter in which COMPANY'S first shipment to a customer of any Product for revenue occurs; or (ii) three (3) years and six (6) months from the end of the calendar quarter during which the Effective Date occurs. COMPANY shall give MS written notice of the first date of shipment of any Product by COMPANY to a customer for revenue.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

By _____   By _____

Name ___JOACHIM KEMPIN___   Name ___Al Muzar___

Title ___VICE PRESIDENT___   Title ___Vice-President___

Date ___January 20, 1992___   Date ___Dec 5/91___

EXHIBIT B
PAYMENT SCHEDULES

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred Thousand Dollars (US$ 400,000) 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 refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

Date (US$)	Payment Amount (US$)	Cumulative Amount of Payments for Period
Signing of this Agreement (payment due upon signing)	$ 0	$ 0
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	$ 75,000.00	$75,000.00
3 months after the FIRST PAYMENT DATE	$ 75,000.00	$150,000.00
6 months after the FIRST PAYMENT DATE	$100,000.00	$250,000.00
9 months after the FIRST PAYMENT DATE	$150,000.00	$400,000.00
Total First Period Minimum Commitment	$400,000.00	$400,000.00

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

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred Thousand Dollars (US$ 400,000) 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 not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date (US$)	Payment Amount (US$)	Cumulative Amount of Payments for Period
End of the:		
12 months after the FIRST PAYMENT DATE	$150,000.00	$150,000.00
15 months after the FIRST PAYMENT DATE	$ 75,000.00	$225,000.00
18 months after the FIRST PAYMENT DATE	$ 75,000.00	$300,000.00
21 months after the FIRST PAYMENT DATE	$100,000.00	$400,000.00
Total Second Period Minimum Commitment	$400,000.00	$400,000.00

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

MS-PCA 2558904

5

HIGHLY CONFIDENTIAL

HIGHLY CONFIDENTIAL

MINIMUM COMMITMENT

Third Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred Thousand Dollars (US$ 400,000) for Product(s) licensed under this Agreement within the third 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 third period of this Agreement. Payments made during the first and second period of this Agreement shall not be credited towards the minimum commitment requirement in the third 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 not refundable.

MINIMUM COMMITMENT SCHEDULE
(THIRD PERIOD)

Date (US$)	Payment Amount (US$)	Cumulative Amount of Payments for Period
End of the:		
24 months after the FIRST PAYMENT DATE	$100,000.00	$100,000.00
27 months after the FIRST PAYMENT DATE	$100,000.00	$200,000.00
30 months after the FIRST PAYMENT DATE	$100,000.00	$300,000.00
33 months after the FIRST PAYMENT DATE	$100,000.00	$400,000.00
Total Third Period Minimum Commitment	$400,000.00	$400,000.00

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

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

HIGHLY CONFIDENTIAL

MS-PCA 2558905

6

<u>EXHIBIT C5 (PER COPY)</u>

<u>PRODUCT</u>: MS OS/2

<u>VERSION NO</u>: 1.0, 1.1, 1.2 and 1.3

<u>LANGUAGE VERSION</u>: English

<u>PRODUCT DELIVERABLES</u>:

(a)   Product in Object Code form.
(b)   Standard Documentation in Series Number 786-1Z that MS
delivers with the Product.

<u>PRODUCT SPECIFICATIONS</u>:

The Product will have features as specified in the above-referenced
manual(s).

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

(a)   COMPANY agrees to pay MS a royalty, at the applicable rate
set forth below, 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.

Customer System	Royalty Rate (SUS)
<u>ALL</u> (Exhibit M)	<u>$135.00 Prior to March 31, 1991</u>
<u>ALL</u> (Exhibit M)	<u>$ 60.00 After April 1, 1991</u>

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

<u>ADDITIONAL PROVISIONS</u>:

(a)   COMPANY shall neither: (i) market modifications which allow
the Product(s), nor (ii) otherwise enable Product(s), to execute
contemporaneously or in conjunction with any other operating system on
any Customer System, without an amendment to this Agreement permitting
such actions.

(b)   Notwithstanding the provisions of Section 2(b), Version
Releases after Version 1.2 shall not be available to COMPANY under this
Agreement unless MS determines, in its sole discretion, to provide such
Version Release(s) to COMPANY. MS may charge a new version charge for a
Version Release.

HIGHLY CONFIDENTIAL

7

(c)   COMPANY may license the Product only for use in single user configurations.

(d)   COMPANY will cause to appear on the container and labels of each copy of Product the following patent notice:

Patent Nos. 4,825,358 and 4,779,187

UPGRADES TO CUSTOMER BASE:

As to any Update Release or Version Release provided to COMPANY under Section 2(b), MS in its sole discretion may designate such release as an "upgrade release" and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to COMPANY's existing customers of the Product.   COMPANY is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a)   COMPANY may offer upgrade releases only on a replacement basis;

(b)   COMPANY shall establish a procedure for customers to certify in writing the destruction or return of copies of replaced Product; and

(c)   COMPANY's royalty report shall state the number of copies of each upgrade release shipped to customers during such calendar quarter.

In the event MS establishes a Zero Dollar (US$0.00) upgrade release royalty rate and COMPANY elects, subject to the above conditions, to take advantage of such rate, then COMPANY shall offer such upgrade release to its customers for no more than COMPANY's reasonable costs of materials, manufacture, postage and handling.

COPYRIGHT NOTICE: COPYRIGHT © MICROSOFT CORPORATION, 1981-1989.   All rights reserved.

PRODUCT NAME(S) AND ASSOCIATED TRADEMARK(S):

    Microsoft® Operating System/2
    MS® OS/2

Exhibit to the License Agreement dated October 15, 1990, between MICROSOFT CORPORATION and SIDUS SYSTEMS INC.

HIGHLY CONFIDENTIAL

8

Microsoft INTERNATIONAL LICENSE INFORMATION/TRANSMITTAL FORM

RECEIVED
JAN 14 1992

STANDARD LICENSE	AMENDMENT # *	OTHER *	NEW LICENSE # FOR CORPORATE USE ONLY
— YES — NO *	2		| | | — | | | | |

NON-STANDARD FINANCIAL TERMS * _____   RESPONSIBLE SUBSIDIARY   LICENSE # (IF AMENDMENT)
MICROSOFT LEGAL DEPT   R 2 7 — 0 3 0 2

If non-standard, identify all terms in "COMMENTS" below

COMPLETE COMPANY NAME	SHORT COMPANY NAME
Sidus Systems Inc.	Sidus
ADDRESS	PHONE # (INCLUDE CITY & COUNTRY CODES)
25 Minthorn Crt.	(416) 882-1600
	FAX #
Thornhill, Ontario	(416) 882-2430
	PERSON TO SEND NOTICES/REQUESTS TO:
L3T 7N5	
	TITLE

ACCT MGR'S EMAIL NAME	ACCT MGR'S SIGNATURE	GM'S EMAIL NAME	GM'S SIGNATURE
dougcl	X	frankcl	X

DATE OF AGREEMENT | DATE OF AMENDMENT | 1ST ANNUAL COMMITMENT | 2ND ANNUAL COMMITMENT | DUE ON SIGNING
M 10 /D 15/Y 90 | M 04 /D 01 /Y 91 | $ 400,000 | $ 400,000 | $

PRODUCTS LICENSED (Each product with version number should be listed separately. If an amendment, list just the amended products.)

	PRODUCT	ANNUAL UNIT COMMITMENT	VERSION	ROYALTIES
1	MS Dos	60000	5.0	$35.00 per system
2	Windows	6000	2.x	$ 35.00 per system
3	OS/2	100	1.x	$ 60.00 per copy
4				$ per
5				$ per
6				$ per

COMMENTS (If lengthy, please attach as a separate memo. Please identify all non-standard terms.)

To adjust their minimum committment and extend contract by additional year.

Adjusts OS/2 royalty from $135.00 to $60.00. Adds version 1.3.
Adds 3rd year to term

HIGHLY CONFIDENTIAL

MS-PCA 2558908

1/9/92

DIRECTOR	DATE	VICE PRESIDENT	DATE
	1/14/92		1/20/92
OEM DIRECTOR	DATE	* LEGAL DEPT.	DATE

HIGHLY CONFIDENTIAL

SIGNED
ORIGINAL

AMENDMENT **AMENDMENT NUMBER 1**

Dated January 1, 1991

To the License Agreement

For

MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2,
MICROSOFT® MS DOS 4.01 and
MICROSOFT® MS SHELL Version 1.01

Between

MICROSOFT CORPORATION,
a Delaware, U.S.A. Corporation,

and

SIDUS SYTEMS INC,
a Canadian Corporation

Dated

October 15, 1990

Microsoft Contract # R227-0302

170191.03
/word/contract/sidamend

MS-PCA 2558909

HIGHLY CONFIDENTIAL

**HIGHLY
CONFIDENTIAL**

This Amendment is entered into effective the lst day of January, 1991, between Microsoft Corporation, a corporation of Delaware ("MS"), and Sidus Systems Inc. , a corporation of Canada ("COMPANY").

RECITALS

WHEREAS, MS and COMPANY have entered an agreement captioned "License Agreement for MICROSOFT® OS/2 Versions 1.0,1.1 and 1.2, MICROSOFT® MS DOS 4.01 and MICROSOFT® MS SHELL Version 1.01" dated October 15, 1990 (hereinafter referred to as the ("Agreement");

WHEREAS, MS and COMPANY now desire to amend the Agreement as indicated below:

1. EXHIBIT B. Exhibit B is hereby amended as indicated on the attached Exhibit B.

2. EXHIBITs Cs. Exhibits C1, C3, and C5 are hereby amended as indicated in the attached Exhibits C1, C3, and C5. New Exhibits C7, C8, C9, C10, C11 and C12 in the forms attached to this Amendment, are hereby added to the Agreement.

1. EXHIBIT M. Exhibit M is hereby amended as indicated on the attached Exhibit M.

The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement, but otherwise the Agreement shall remain in full force and effect.

HIGHLY
CONFIDENTIAL   MS-PCA 2558910

HIGHLY CONFIDENTIAL

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

MICROSOFT CORPORATION   SIDUS SYSTEMS INC

_____   _____
By   By

____Michael R. Hallman____   _____Al Muzar_____
Name   Name

_____President_____   ____Vice-President_____
Title   Title

_____2/11/91_____   _____Jun 24/91_____
Date   Date

3

MINIMUM COMMITMENT

First Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred and Fifty Thousand Dollars (US$ 450,000) 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 refundable pursuant to Section 4(b) of this Agreement. All other minimum commitment payments are not refundable.

MINIMUM COMMITMENT SCHEDULE
(FIRST PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
Signing of this Agreement (payment due upon signing)	$75,000.00	$75,000.00
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	$ 93,750.00	$168,750.00
3 months after the FIRST PAYMENT DATE	$ 93,750.00	$262,500.00
6 months after the FIRST PAYMENT DATE	$ 93,750.00	$356,250.00
9 months after the FIRST PAYMENT DATE	$ 93,750.00	$450,000.00
Total First Period Minimum Commitment	$450,000.00	$450,000.00

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

MINIMUM COMMITMENT

Second Period of This Agreement

COMPANY agrees to pay a minimum of Four Hundred and Fifty Thousand Dollars (US$ 450,000) 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 not refundable.

MINIMUM COMMITMENT SCHEDULE
(SECOND PERIOD)

Date	Payment Amount (US$)	Cumulative Amount of Payments for Period (US$)
End of the:		
12 months after the FIRST PAYMENT DATE	$112,500.00	$112,500.00
15 months after the FIRST PAYMENT DATE	$112,500.00	$225,000.00
18 months after the FIRST PAYMENT DATE	$112,500.00	$337,500.00
21 months after the FIRST PAYMENT DATE	$112,500.00	$450,000.00
Total Second Period Minimum Commitment	$450,000.00	$450,000.00

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

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

PRODUCT: Microsoft MS-Shell

VERSION NO: 1.01

LANGUAGE VERSION: US

PRODUCT DELIVERABLES:

    (a)   Product in Object Code form.
    (b)   Standard Documentation in Series Number D782-1Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade Royalty Rate (see below).

Customer System	Royalty Rate ($US)
ALL	$0.00

    (b)   As between the Products set forth in Exhibit C1 and C7, COMPANY agrees that for each applicable CUSTOMER SYSTEM manufactured by or for COMPANY during the term of this Agreement, COMPANY shall license, at most either the Exhibit C1 or the Exhibit C7 Product, but no combination thereof, i.e. no more than one such Product, for use on that CUSTOMER SYSTEM. COMPANY shall still make royalty reports on a Product by Product basis.

    (c)   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, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 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:

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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the highest applicable royalty stated in this Exhibit C (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, 1981-1988. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK:
Microsoft® MS-DOS® Shell and
MS-DOS® Shell

OTHER ASSOCIATED TRADEMARKS AND DESCRIPTOR: _____

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

7

MS-PCA 2558915

EXHIBIT C3 (SYSTEM COMMITMENT)

PRODUCT: __Microsoft MS-DOS__

VERSION NO: 4.01

LANGUAGE VERSION: US

PRODUCT DELIVERABLES:

(a) Product in Object Code form.
(b) Standard Documentation in Series Number __D781-4Z__ that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

The ~oduct will have features as specified in the above-referenced Product doc :ation.

ROY PAYMENTS AND REPORTING REQUIREMENTS:

For each Customer System identified below, COMPANY agrees to pay MS a
roya. at the applicable rate set forth below, multiplied by the greater of
(i) t .mber of full or partial Customer System(s) shipped or placed in use by or
for CC Y during the term of this Agreement, or (ii) the number of full or partial
copies Product, including Update Releases and Version Releases, licensed or
otherw. isposed of by COMPANY during the term of this Agreement for use with such
Custome /stem, but excluding copies of the Product for which COMPANY pays
royaltie : the Upgrade Royalty Rate (see below).

ustomer System	Royalty Rate ($US)
ALL	$35.00

(' As between the Products set forth in Exhibit C3 and C9, COMPANY agrees
that ach applicable CUSTOMER SYSTEM manufactured by or for COMPANY during the
term .is Agreement, COMPANY shall license, at most either the Exhibit C3 or the
Exhi) Product, but no combination thereof, i.e. no more than one such Product,
for on that CUSTOMER SYSTEM. COMPANY shall still make royalty reports on a
Prod. by Product basis.

(c) 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, Version Releases, and Upgrades
licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY
shall furnish this statement for each Customer System identified in the Exhibit M(s)
and shall report for each Customer System separately by 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
COMPANY during such calendar quarter, COMPANY shall indicate this on the royalty
report.

MS-PCA 2558916

8

<u>ROYALTIES FOR NEW VERSION RELEASES</u>:

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:

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.

<u>ROYALTIES FOR UPGRADES</u>:

COMPANY may elect to pay MS a royalty of sixty-five percent (65%) of the highest applicable royalty stated in this Exhibit C (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.

<u>COPYRIGHT NOTICE</u>:

COPYRIGHT © MICROSOFT CORPORATION, 1981-1989. All rights reserved.

<u>PRODUCT NAME AND ASSOCIATED TRADEMARK</u>:
Microsoft® MS-DOS®,
MS-DOS®

<u>OTHER ASSOCIATED TRADEMARKS AND DESCRIPTOR</u>:
GW-BASIC® Interpreter

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558917

<u>EXHIBIT C5 (PER COPY)</u>

<u>PRODUCT</u>: MS OS/2

<u>VERSION NO</u>: 1.0, 1.1, 1.2 and 1.3

<u>LANGUAGE VERSION</u>: <u>US</u>

<u>PRODUCT DELIVERABLES</u>:

    (a)   Product in Object Code form.

    (b)   Standard Documentation in Series Number <u>P786-1Z</u> that MS delivers with the Product.

<u>PRODUCT SPECIFICATIONS</u>:

The Product will have features as specified in the above-referenced manual(s).

<u>ROYALTY PAYMENTS AND REPORTING REQUIREMENTS</u>:

    (a)   COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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.

<u>Customer System</u>	<u>Royalty Rate (SUS)</u>
ALL	$135.00

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

<u>ADDITIONAL PROVISIONS</u>:

    (a)   COMPANY shall neither: (i) market modifications which allow the Product(s), nor (ii) otherwise enable Product(s), to execute contemporaneously or in conjunction with any other operating system on any Customer System, without an amendment to this Agreement permitting such actions.

    (b)   Notwithstanding the provisions of Section 2(b), Version Releases after Version 1.3 shall not be available to COMPANY under this Agreement unless MS determines, in its sole discretion, to provide such Version Release(s) to COMPANY. MS may charge a new version charge for a Version Release.

MS-PCA 2558918

10

(c)   COMPANY may license the Product only for use in single user configurations.

(d)   COMPANY will cause to appear on the container and labels of each copy of Product the following patent notice:

Patent Nos. 4,825,358 and 4,779,187

UPGRADES TO CUSTOMER BASE:

As to any Update Release or Version Release provided to COMPANY under Section 2(b), MS in its sole discretion may designate such release as an 'upgrade release' and establish a lower royalty rate than that stated above for copies of such upgrade release provided as an upgrade to COMPANY's existing customers of the Product. COMPANY is required to comply with the following if, for any calendar quarter, it pays any royalties at the upgrade release royalty rate:

(a)   COMPANY may offer upgrade releases only on a replacement basis;

(b)   COMPANY shall establish a procedure for customers to certify in writing the destruction or return of copies of replaced Product; and

(c)   COMPANY's royalty report shall state the number of copies of each upgrade release shipped to customers during such calendar quarter.

In the event MS establishes a Zero Dollar (US$0.00) upgrade release royalty rate and COMPANY elects, subject to the above conditions, to take advantage of such rate, then COMPANY shall offer such upgrade release to its customers for no more than COMPANY's reasonable costs of materials, manufacture, postage and handling.

COPYRIGHT NOTICE: COPYRIGHT © MICROSOFT CORPORATION, 1981-1989.   All rights reserved.

PRODUCT NAME(S) AND ASSOCIATED TRADEMARK(S):

    Microsoft® Operating System/2
    MS® OS/2

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

11

MS-PCA 2558919

EXHIBIT C7 (SYSTEM COMMITMENT)

PRODUCT: MS-DOS Shell   VERSION NO: 5.0

LANGUAGE VERSION: English

PRODUCT DELIVERABLES:

    (a) Product in Object Code form.
    (b) Standard Documentation in series number D782-5Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

COMPANY agrees to pay MS, according to, and comply with Exhibit C1.

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:

    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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the highest royalty stated in this Exhibit C (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, 1981-1991. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® MS-DOS® Shell

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558920

12

ADDITIONAL LANGUAGE VERSIONS

The Product described in Exhibit C7 ('Reference Exhibit') shall include the additional language versions identified below. COMPANY shall license at most one language version of the Product for use on each applicable CUSTOMER SYSTEM. COMPANY's royalty obligations shall be as set forth in the Reference Exhibit regardless of the language version licensed with each applicable CUSTOMER SYSTEM. Notwithstanding the preceding sentence, COMPANY shall pay MS an additional language version royalty equal to fifteen percent (15%) of the royalty otherwise payable to MS for each full or partial copy of each language version of the Product identified below which is licensed or otherwise disposed of by COMPANY during the term of this Agreement. COMPANY shall report, on a language version by language version basis, and pay such language version royalties pursuant to and as part of its royalty payment and reporting obligations under the Royalty Payments and Reporting Requirements section of the Reference Exhibit. The Product Name and Associated Trademark are, in all Language Versions listed below, the same as in the Reference Exhibit.

1. Language Version: <u>French</u>

    Product Deliverables:

    (a)   Product in Object Code Form
    (b)   Standard document in Series Number <u>D782-5F</u> that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

2. Language Version: _____

    Product Deliverables:

    (a)   Product in Object Code Form
    (b)   Standard document in Series Number _____ that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

    COPYRIGHT © MICROSOFT CORPORATION, 19__. All rights reserved.

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

13

PRODUCT: MS-DOS   VERSION NO: 5.0
         (includes QBasic Interpreter)

LANGUAGE VERSION: English

PRODUCT DELIVERABLES:

   (a)   Product in Object Code form.
   (b)   Standard Documentation in series number D781-5Z that MS delivers with the
         Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

COMPANY agrees to pay MS, according to, and comply with Exhibit C3.

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:

   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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the highest royalty
stated in this Exhibit C (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.

ADDITIONAL PROVISION:

Prior to distribution of Product by COMPANY, COMPANY shall implement a tracking
procedure (e.g. bar coding, serialization) that has been approved in writing by MS.
COMPANY's tracking system shall enable COMPANY to identify its customer (i.e.
distributor, dealer, end user) for each unit of the Product distributed. COMPANY
shall not license or otherwise dispose of the Product unless and until such tracking
system has been approved by MS and implemented by COMPANY.

MS-PCA 2558922

14

HIGHLY CONFIDENTIAL

<u>COPYRIGHT NOTICE</u>:

COPYRIGHT© MICROSOFT CORPORATION, 1981-1991. All rights reserved.

<u>PRODUCT NAME AND ASSOCIATED TRADEMARK</u>:

  Microsoft® MS-DOS® Operating System
  Microsoft® QBasic™ Interpreter

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

ADDITIONAL LANGUAGE VERSIONS

The Product described in Exhibit C9 ('Reference Exhibit') shall include the additional language versions identified below. COMPANY shall license at most one language version of the Product for use on each applicable CUSTOMER SYSTEM. COMPANY's royalty obligations shall be as set forth in the Reference Exhibit regardless of the language version licensed with each applicable CUSTOMER SYSTEM. Notwithstanding the preceding sentence, COMPANY shall pay MS an additional language version royalty equal to fifteen percent (15%) of the royalty otherwise payable to MS for each full or partial copy of each language version of the Product identified below which is licensed or otherwise disposed of by COMPANY during the term of this Agreement. COMPANY shall report, on a language version by language version basis, and pay such language version royalties pursuant to and as part of its royalty payment and reporting obligations under the Royalty Payments and Reporting Requirements section of the Reference Exhibit. The Product Name and Associated Trademark are, in all Language Versions listed below, the same as in the Reference Exhibit.

1. Language Version: __French__

    Product Deliverables:

    (a) Product in Object Code Form
    (b) Standard document in Series Number D781-5F that MS delivers with the
         Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth
    in the Reference Exhibit):

2. Language Version: _____

    Product Deliverables:

    (a) Product in Object Code Form
    (b) Standard document in Series Number _____ that MS
         delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth
    in the Reference Exhibit):

         COPYRIGHT © MICROSOFT CORPORATION, 19__. All rights reserved.

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and
SIDUS SYSTEMS INC.

16

HIGHLY CONFIDENTIAL   MS-PCA 2558924

HIGHLY CONFIDENTIAL

PRODUCT: Microsoft Windows

VERSION NO: 3.0

FOREIGN LANGUAGE: English

PRODUCT DELIVERABLES:

    (a)   Product in Object Code form.
    (b)   Standard Documentation in series number W770-3Z that MS delivers with the Product.

PRODUCT SPECIFICATIONS:

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

ROYALTY PAYMENTS AND REPORTING REQUIREMENTS:

    (a)   For each Customer System identified below, COMPANY agrees to pay MS a royalty, at the applicable rate set forth below, 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, or (ii) the number of full or partial copies of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement for use with such Customer System, but excluding copies of the Product for which COMPANY pays royalties at the Upgrade royalty rate (see below).

Customer System	Royalty Rate ($US)
M2,M3 and M4	$35.00

    (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, Version Releases, and Upgrades licensed or otherwise disposed of by COMPANY during that calendar quarter. COMPANY shall furnish this statement for each Customer System identified in the Exhibit M(s) and shall report for each Customer System separately by 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 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 royalties 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:

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.

ROYALTIES FOR UPGRADES:

COMPANY may elect to pay MS a royalty of fifty percent (50%) of the highest applicable royalty stated in this Exhibit C (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.

ADDITIONAL PROVISIONS:

The Product described in this Exhibit contains Version 7.0 of the Microsoft mouse driver ("MS Driver") (files designated as MOUSE.COM and MOUSE.SYS), which is MS proprietary software designed for use with the Microsoft Mouse. In the event COMPANY ships a non-MS mouse or pointing device and the MS Driver with or to end user purchasers of COMPANY's Customer Systems, COMPANY agrees to pay MS an additional royalty of Five Dollars (US$5.00) for each copy of the Product so shipped by COMPANY. Reporting and payment of such additional royalties shall be in accordance with this Exhibit and Section 3 ("Price and Payment") of this Agreement.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1985-1990. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARK: Microsoft® Windows™

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

MS-PCA 2558926

<u>EXHIBIT C12</u>

<u>ADDITIONAL LANGUAGE VERSIONS</u>

The Product described in Exhibit C11 ("Reference Exhibit") shall include the additional language versions identified below. COMPANY shall license at most one language version of the Product for use on each applicable CUSTOMER SYSTEM. COMPANY's royalty obligations shall be as set forth in the Reference Exhibit regardless of the language version licensed with each applicable CUSTOMER SYSTEM. Notwithstanding the preceding sentence, COMPANY shall pay MS an additional language version royalty equal to fifteen percent (15%) of the royalty otherwise payable to MS for each full or partial copy of each language version of the Product identified below which is licensed or otherwise disposed of by COMPANY during the term of this Agreement. COMPANY shall report, on a language version by language version basis, and pay such language version royalties pursuant to and as part of its royalty payment and reporting obligations under the Royalty Payments . and Reporting Requirements section of the Reference Exhibit. The Product Name and Associated Trademark are, in all Language Versions listed below, the same as in the Reference Exhibit.

1. Language Version: <u>French</u>

    Product Deliverables:

    (a)   Product in Object Code Form
    (b)   Standard document in Series Number <u>W770-3F</u> that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

2. Language Version: _____

    Product Deliverables:

    (a)   Product in Object Code Form
    (b)   Standard document in Series Number _____ that MS delivers with the Product.

    Copyright Notice (if not completed, the Copyright Notice shall be as set forth in the Reference Exhibit):

        COPYRIGHT © MICROSOFT CORPORATION, 19__. All rights reserved.

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

19

EXHIBIT M

COMPANY'S CUSTOMER SYSTEM(S)

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

Customer System

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 intruction sets:

Number	Processor
M1	Intel 80286
M2	Intel 80386SX
M3	Intel 80386DX
M4	Intel 80486

Exhibit to the Amendment dated January 1, 1991, between Microsoft CORPORATION and SIDUS SYSTEMS INC.

20

Microsoft

CANADIAN AGREEMENT TRANSMITTAL

RECEIVED

FEB 06 1991

MICROSOFT LEGAL DEPT

Name of Customer: __SiDos SYSTEMS INC.__

Country: __CANADA__

Date of Agreement: __Oct 15 '90__   Date of this Amendment: __01/01/91__

Add Minimum Commitment $__75,000__ in year one, $__75,000__ in year two
       (if Amendment, amended minimum commitment only)

Products: (if Amendment, amended products only)

__MS-DOS 4.01/5.0__	@ $ __35__	per __All Processor.__
__MS-Shell 1.0/5.0 + French__	@ $ __0__	per __All Processor.__
__Windows V 3.0__	@ $ __35__	per __386 sx/Dx/486__
__MS-DOS 4.01/5.0 French__	@ $ __40.85__	per __All Processor__
__Windows 3.0 French__	@ $ __40.85__	per __386 sx/Dx/486__

Standard: _____   Non-Standard*: _____   Amendment*: __# 1__

On International Delinquency Report: YES _____   NO __✓__

For Finished Goods Distribution Agreements: credit check is ____ o.k. ____ not o.k.

Account Manager's email name: __Berth.__

COMMENTS (Handwritten below; attach lengthy comments as memo):

Add Dos 5.0 and Windows 3.0

Reduces MS-DOS 4.01/5.0 Royalty To $35 /systems

Adds Win 3.0 Royalty @ $35/systems

Adds $75k/year For Total of $450,000 /year

Recommendation for President's Signature:

(1) Director, ICON Ops _____ Date __1/27/91__
                          (Dave Neir)

(2) Director, OEM Sales _____ Date __2/4/91__
                          (Ron Hosogi)

(3) Sr. Corporate Atty. _____ Date __2/8/91__
                          (David Curtis)*

CONTRACT NUMBER: __R227-0302__

MS-PCA 2558929

HIGHLY CONFIDENTIAL

HIGHLY
CONFIDENTIAL