



AMENDMENT NO. 5
TO THE LICENSE AGREEMENT
BETWEEN
ZEOS INTERNATIONAL, LTD. AND MICROSOFT CORPORATION
DATED APRIL 1, 1990, CONTRACT NO. 4934-0130

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL, LTD. ("COMPANY") dated April 1, 1990 ("Agreement"), is made and entered into this 1st day of October, 1992.

- 1. A new Exhibit CS for per copy CD-ROM Extensions shall be added with the attached.

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 shall be effective upon execution on behalf of ZEOS INTERNATIONAL, LTD. by its duly authorized representative and signed by MS at its Redmond, Washington office.

MICROSOFT CORPORATION
By Ronald K. Hoberg
Name (Print) RONALD K. HOBERG
Title DIRECTOR, DEM. SALES
Date OCT 6, 1992

ZEOS INTERNATIONAL LTD.
By [Signature]
Name (Print) GREGORY E. HERRICK
Title PRESIDENT
Date 9-29-92

AMENDMENT

SIGNED ORIGINAL



09/25/92 LE922690.001

MSC 5007905
Highly Confidential

MS-PCA 1193985
CONFIDENTIAL

EXHIBIT CS (PER COPY)

PRODUCT: Microsoft MS-DOS CD-ROM Extensions

VERSION NO: 2.2

FOREIGN LANGUAGE: _____ (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) Single User Product. COMPANY agrees to pay MS a royalty of One Dollar Fifty Cents (US\$1.50) for each full or partial copy of Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement.

(b) Multiple User Product. For each full or partial copy of the Multiple User Product, including Update Releases and Version Releases, licensed or otherwise disposed of by COMPANY during the term of this Agreement, COMPANY agrees to pay MS the single user royalty above for each user up to a maximum of five (5) users plus one-half the single user royalty above for each additional user in excess of five (5) users.

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

ROYALTIES FOR NEW VERSION RELEASES:

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

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

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

ADDITIONAL PROVISIONS:

COMPANY agrees to include the MS Product registration card in COMPANY's Product package and to provide a mechanism by which MS may receive a listing of or send a mailing to all COMPANY End user recipients of Product.

EXHIBIT C5
(Continued)

Notwithstanding the provisions of Section 6, COMPANY's End User License Agreement shall be substantially similar to Attachment 1 to this Exhibit C if for a Single User Product, or Attachment 2 to this Exhibit C if for a Multiple User Product.

COPYRIGHT NOTICE:

COPYRIGHT © MICROSOFT CORPORATION, 1987 - 90. All rights reserved.

PRODUCT NAME AND ASSOCIATED TRADEMARKS: Microsoft® MS-DOS® CD-ROM Extensions

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