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DRAFT

Microsoft

March 31, 1993

James F. Ticknor
VP of Material Controls
Zeos International, LTD.
1301 Industrial Blvd.
Minneapolis, MN 55413

Re: License Agreement between Zeos International Corporation, and Microsoft Corporation dated April 1, 1990, contract number 4934-0130.

Dear Mr. Ticknor:

Per our conversation, Microsoft has created this letter to the Zeos license agreement for your review and authorization. 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 1, 1993 and May 1, 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 (Six Thousand) 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.

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Microsoft Corporation is an equal opportunity employer.

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

MICROSOFT CORPORATION

ZEOS INTERNATIONAL CORPORATION

By _____

By _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

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