

Dear North Star Computer User:

Congratulations! You have purchased one of the most widely used micro-computer operating systems. North Star CP/M® is another addition to the broad spectrum of North Star software.

Before proceeding any further, you must read the enclosed End-User License Agreement, sign it and return it to North Star Computers, Inc. Upon receipt of the registration card by North Star, you will become a registered North Star CP/M owner.

From time to time, North Star may make available enhancements and updates to North Star CP/M® You may obtain such updates or enhancements as they become available, upon terms then in effect as set forth by North Star; but only if you complete the Registration Form attached hereto and return it to North Star.

Thank you for purchasing a North Star computer product.

North Star Computers, Inc.

CP/M is a registered trademark of Digital Research, Inc.



North Star Computers, Inc.

14440 Catalina St., San Leandro, CA 94577 USA (415) 357-8500 TWX/Telex (910) 366-7001

END-USER LICENSE AGREEMENT FOR SOFTWARE PRODUCT

IMPORTANT: The North Star "CP/M® Operating System" in the accompanying package is sold only on the condition that the purchaser agrees to the following license, READ THIS LICENSE CAREFULLY. If you do not agree to the terms contained in this license, return the packaged diskette UNOPENED to your distributor and your purchase price will be refunded. If you agree to the terms contained in this license, fill out the REGISTRATION information and RETURN by mail.

LICENSE GRANT: For valuable consideration, the sufficiency of which is acknowledged, North Star Computers, Inc. ("North Star") agrees to grant and End-User agrees to accept on the following terms and conditions a nontransferable and nonexclusive license to use the North Star CP/M Software herein delivered with this agreement (and referred to hereinafter as "Licensed Software").

COPYRIGHTS: CP/M is a trademark belonging to Digital Research, Inc. ("Digital Research"). North Star CP/M and all related documentation are copyrighted material, the rights to which belong to Digital Research and/or North Star.

TERM: This agreement is affective from the date of receipt of the North Star CP/M software and shall remain in force until terminated by the End-User upon one month's prior written notice, or by North Star if the End-User fails to comply with any of the terms and conditions of this Agreement.

LICENSE: Each software license granted under this Agreement authorizes the End-User to use the Licensed Program in any machine readable form on any single North Star computer system (hereinafter "System") at the installation address designated on End-User's Registration Form attached hereto. End-User shall give North Star prompt written notice of any change of installation address. A separate license is required for each System on which the Licensed Software will be used.

This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by the End-User without prior written consent from North Star. No right to print or copy, in whole or in part, the Licensed Software is granted except as hereinafter expressly provided.

COPIES: The End-User shall not copy or allow others to copy, in whole or in part, any Licensed Software which is provided by North Star in printed form under this Agreement. End-User shall not make copies or allow others to copy the documentation of the Licensed Software. Additional copies of printed materials may be purchased from North Star.

The Licensed Software which is provided by North Star in machine readable form may be copied, in whote or in part, in printed or machine readable form in sufficient number for use by the End-User with the designated System, to understand the contents of such machine readable material, to modify the Licensed Software as provided below, for back-up purposes, or for archive purposes, provided; however, that no more than five (5) printed copies will be in existence under any license at any one time without prior written consent from North Star. The End-User agrees to maintain appropriate records of the number and location of all such copies of Licensed Software. The original, and any copies of the Licensed Software, in whole or in part, which are made by the End-User shall be the property of Digital Research and North Star. This does not imply, of course, that North Star owns the media on which the Licensed Software are recorded. The End-User may modify any machine readable form of the Licensed Software for his own use and merge it onto other program material to form an updated work, provided that, upon discontinuance of the license for such Licensed Software, the Licensed Software supplied by North Star will be completely removed from the updated work. Any portion of the Licensed Software included in an updated work shall be used only on the designated System and shall remain subject to all other terms of this Agreement.

UPDATES: From time to time, North Star may make available enhancements and updates to North Star CP/M. Subject to payment of any applicable charges, End-User will receive such updates or enhancements as they become available; but only if End-User has completed the Registration Form attached hereto and returned it to North Star.

PROPRIETARY RIGHTS: End-User recognizes and acknowledges that the accompanying North Star CP/M Software (including, without limitation, the computer program and user manual, together with all copies, enhanced versions or updates thereof) are and shall remain the property of North Star or Digital Research. The ideas and expressions contained in the Licensed Software are acknowledged by End-User to be confidential proprietary information and trade secrets of North Star and/or Digital Research in which End-User has no interest and no right to use, other than as granted by this license. All applicable rights in patents, copyrights.

trademarks and trade secrets in the Licensed Software are and will remain in North Star and/or Diotal Research.

NOTICES: In order to protect trademark, trade name, trade secret, copyright and patent rights of North Star and/or Digital Research in the Licensed Software, End-User agrees not to remove, change, or tamper with any notices on any North Star CP/M Software product. End-User agrees to reproduce and include the copyright notices of Digital Research and North Star on all copies, in any form, in whole or in part, including modified copies of Licensed Software made hereunder.

NONDISCLOSURE: The End-User agrees not to transfer, dispose of, publish, display, assign, sublicense, disclose or otherwise make available the Licensed Software including but not limited to program listings, object code and source code, in any form, to any person other than End-User or North Star employees, without prior written consent from North Star, except with the End-User's permission for purposes specifically related to the End-User's licensed use of the Licensed Software.

End-User is responsible for and agrees to pay North Star for any damages or losses due to the unauthorized copying or disclosure of the Licensed Software. End-User recognizes that unauthorized copying or disclosure of the Licensed Software with cause irreparable injury to North Star and Digital Research and that North Star and Digital Research shall be entitled to, among other things, enjoin End-User from any such activities.

TERMINATION: North Star may terminate this license at any time if End-User fails to comply with any of the terms of this agreement. Within five (5) days after termination of this agreement, End-User will return to North Star the Licensed Software and all copies thereof (including, without limitation, partial copies or modified copies), and supporting documentation in End-User's possession or control. Within one month after the date of discontinuance of any license under this Agreement, the End-User will furnish North Star a certificate certifying that through his best effort, and to the best of his knowledge, the original and all copies, in any form, in whole or in part, including modified copies, of the Licensed Software received from North Star or made in connection with such license have been destroyed, except that, upon written authorization from North Star, the End-User may retain a copy for archive purposes.

DISCLAIMER OF WARRANTY: Neither North Star nor Digital Research, makes any warranties with respect to the Licensed Programs. The sole obligation of North Star shall be to make available all published modifications or updates made by Digital Research or North Star to Licensed Software which are published within one (1) year from date of purchase; provided End-User has returned the Registration Card delivered with the Licensed Software.

LIMITATION OF LIABILITY: THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NORTH STAR OR DIGITAL RESEARCH BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF NORTH STAR OR DIGITAL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL: If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute of rule or law, they are to that extent to be deemed omitted.

End-User recognizes and acknowledges that no representations, opinions, commitments or the like of any person or entity (including, without limitation, any dealer or original equipment manufacturer) have been relied upon by End-User in entering into this License Agreement, it being recognized that such are not authorized by North Star unless expressly set forth herein or in the accompanying documentation.

(1)CP/M is a registered trademark of Digital Research, Inc.