DIGITAL RESEARCH
OPERATING SYSTEM END USER LICENSE AGREEMENT

Use and possession of this software package
is governed by the following terms.

1. DEFINITIONS - These definitions shall govern:

A. "DRI" means DIGITAL RESEARCH INC., P.O. Box 579, Pacific Grove, California 93950, the author and owner of the copyright on this SOFTWARE.

B. "CUSTOMER" means the individual purchaser and the company CUSTOMER works for, if the company paid for this SOFTWARE.

C. "COMPUTER" is the single microcomputer on which CUSTOMER uses this program. Multiple CPU systems may require supplementary licenses.

D. "SOFTWARE" is the set of computer programs in this package, regardless of the form in which CUSTOMER may subsequently use it, and regardless of any modification which CUSTOMER may make to it.

E. "LICENSE" means this Agreement and the rights and obligations which it creates under the United States Copyright Law and California laws.

2. LICENSE

DRI grants CUSTOMER the right to use this serialized copy of the SOFTWARE on a single COMPUTER at a single location so long as CUSTOMER complies with the terms of the LICENSE, and either destroys or returns the SOFTWARE when CUSTOMER no longer has this right. CUSTOMER may not transfer the program electronically from one computer to another over a network. DRI shall have the right to terminate this license if CUSTOMER violates any of its provisions. CUSTOMER owns the diskette(s) purchased, but under the Copyright Law DRI continues to own the SOFTWARE recorded on it and all copies of it. CUSTOMER agrees to make no more than five (5) copies of the SOFTWARE for backup purposes and to place a label on the outside of each backup diskette showing the serial number, program name, version number and the DRI copyright and trademark notices in the same form as the original copy. CUSTOMER agrees to pay for licenses for additional user copies of the SOFTWARE if CUSTOMER intends to or does use it on more than one COMPUTER. If the microcomputer on which CUSTOMER uses the SOFTWARE is a multi-user microcomputer system, then the license covers all users on that single system, without further license payments, only if the SOFTWARE was registered for that microcomputer. This is NOT a license to use the SOFTWARE on mainframes or emulators.

3. TRANSFER OR REPRODUCTION

CUSTOMER understands that unauthorized reproduction of copies of the SOFTWARE and/or unauthorized transfer of any copy may be a serious crime, as well as subjecting a CUSTOMER to damages and attorney fees. CUSTOMER may not transfer any copy of the SOFTWARE to another person unless CUSTOMER transfers all copies, including the original, and advises DRI of the name and address of that person, who must sign a copy of the registration card, pay the then current transfer fee, and agree to the terms of this LICENSE in order to use the SOFTWARE. DRI will provide additional copies of the card and LICENSE upon request. DRI has the right to terminate the LICENSE, to trace serial numbers, and to take legal action if these conditions are violated.

4. ADAPTATIONS AND MODIFICATIONS

CUSTOMER owns any adaptations or modifications which CUSTOMER may make to this SOFTWARE, but in the event the LICENSE is terminated CUSTOMER may not use any part of the SOFTWARE pro-

vided by DRI even if CUSTOMER has modified it. CUSTOMER agrees to take reasonable steps to protect our SOFTWARE from theft or use contrary to this LICENSE.

5. LIMITED WARRANTY

The only warranty DRI makes is that the diskette(s) on which the SOFTWARE is recorded will be replaced without charge, if DRI in good faith determines that the media was defective and not subject to misuse, and if returned to DRI or the dealer from whom it was purchased, with a copy of the original registration card, within ten days of purchase. Customer will receive support from the Vendor from whom customer has purchased the software. In addition, support is available from DRI directly, for qualified, registered customers under DRI's then current support policies. DRI reserves the right to change the specifications and operating characteristics of the SOFTWARE it produces, over a period of time, without notice.

6. DRI MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND DRI SHALL NOT BE LIABLE FOR WARRANTIES OF FITNESS OF PURPOSE OR MERCHANTABILITY, NOR FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE THE SOFTWARE. SOME STATES MAY NOT ALLOW THIS DISCLAIMER SO THIS LANGUAGE MAY NOT APPLY TO CUSTOMER. IN SUCH CASE, OUR LIABILITY SHALL BE LIMITED TO REFUND OF THE DRI LIST PRICE. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. CUSTOMER and DRI agree that this product is not intended as "Consumer Goods" under state or federal warranty laws.

7. MISCELLANEOUS

This is the only agreement between CUSTOMER and DRI and it cannot and shall not be modified by purchase orders, advertising or other representations of anyone, unless a written amendment has been signed by one of our company officers. When CUSTOMER opens the SOFTWARE package or uses the SOFTWARE, this act shall be considered as mutual agreement to the terms of this LICENSE. This LICENSE shall be governed by California law, except as to copyright matters which are covered by Federal laws, and is deemed entered into at Pacific Grove, Monterey County, CA by both parties.

DIGITAL RESEARCH™

by _Gary A. Kildall_
President

SAVE THIS LICENSE FOR FUTURE REFERENCE