- USE THIS MATERIAL TO DRAFT A LETTER of INTENT, ADDRESSING THE GOALS & COOPERATION BETWEEN CM & GLIDE

- SYSOP RESTRICTIONS:
  1. SYSOP MAY NOT RE-PACKAGE INFO
  2. NO $ GAIN FROM REPACKAGING of INFO

USER ENCOURAGEMENTS:
1. DON'T LITTER!
2. GIVE CREDIT!

HOME USE RESTRICTIONS: PRINT OUTS VIA SCREEN PRINT ONLY

Community Memory™ software, developed by Community Memory Project, is a tool for facilitating information exchange among casual users through the use of publicly accessible terminals. CMP will grant licenses for operating the Community Memory software to groups, institutions, and individuals interested in operating a public information network using Community Memory software. CMP wants to encourage innovation and diversity on the part of sponsors of Community Memory systems. Except as specifically set forth in this agreement, the licensee is responsible for all decisions about the actual operation of the system including, but not limited to, number of public terminals in a given system, configuration of the public terminals, siting of terminals, system funding, hours of operation, and publicity.

The rights to operating Community Memory software are contingent on the terms set forth in this document, and payment of a license fee to Community Memory Project. The licensee of Community Memory software, also known as a Community Memory system operator, agrees to operate the system on the following basis:

- Terminals dedicated to running CM software will be located in public places, and be accessible to the general public.

- The system will be operated on a not-for-profit basis. Fees may be charged to users and/or sites, but the fees charged to users must be low enough to be considered nominal. Revenue realized from these fees must be used to cover actual operating costs.

- Information in the CM database may not be sold or transferred to other databases. Information in the CM database may not be sold in printed form.

- Messages entered at the terminal(s) will be immediately available for viewing by other users without being subject to any review.

- Messages in the CM database may not be modified by the licensee except as follows:

    - Messages that have expired may be deleted. (The expiration date is part of every message.)

    - If a person submits a complaint, in writing, that a particular message is causing them harm or problems, and that person unambiguously identifies the message, then that message may be removed by the licensee.

- CMP reserves the right to conduct reviews of the licensee operation to determine if the licensee is meeting the spirit of the agreement. If there is to be a review, the licensee will be given six weeks notice and a request for an appointment. A letter with a list of the records CMP expects to review will be sent to the licensee after the review appointment is made.

- CMP reserves the right to rescind the license to operate Community Memory software if the licensee is not meeting the terms of the license agreement. The licensee has the right to appeal this decision to the CMP Board of Directors.

Upon execution of this agreement and payment of said license fees, CMP will provide the licensee with the following:

- A copy of the Community Memory software, and a license to use that software to operate a single machine serving as the central machine, also known as backend. Since the terminals require separate frontend software which communicates with the backend, CMP will provide frontend software for as many terminals as the licensee chooses to operate.

- Documentation on the installation and operation of Community Memory software;

- Training at the CMP site covering the features and maintenance of the Community Memory system;

- Telephone technical support for the operators/administers of the system;

- The right to use the Community Memory™ name and logo to be displayed as part of the public terminals;

- The right to connect with the Community Memory network when such a network is established.

Draft 2/1/85

Community Memory License Agreement

This document outlines the major elements which may become part of the license agreement between The Community Memory Project and groups which will operate Community Memory systems. This document (which will eventually be translated into more formal legalese) spells out the responsibilities and rights of each party. In the spirit of this future legal nature, The Community Memory Project will hereinafter be referred to as "CMP", and the group that will operate the system will be referred to as "the licensee."

In advance of this agreement, CMP will provide the licensee with advice and assistance in public relations and fundraising tasks related to establishing a Community Memory system. In addition, if this agreement is executed (and a license fee paid), CMP will provide the licensee with:

- a copy of the Community Memory software, and a license to use that software on a single machine in accordance with the other conditions mentioned in this document,
- documentation on the installation and operation of the Community Memory software,
- training at the CMP site covering the maintenance of the Community Memory system,
- literature on the operation and purpose of the system for display and/or distribution (for a small per-copy fee),
- the right to use the Community Memory name and logo and a set of signs to be displayed at the public terminals,
- the right to connect with the Community Memory network (when it is established).

CMP wants to encourage innovation and diversity on the part of community sponsors for Community Memory systems. CMP recognizes that different groups have different needs and operating styles. Except as specifically set forth in this agreement, the licensee is responsible for all decisions about the actual operation of the Community Memory system including, but not limited to, number of terminals, how to obtain and pay for hardware, hours of operation, and publicity.

Both parties agree that the intent of the system is to provide the general public with a tool for the unmediated exchange of information.

Toward this end, the licensee agrees to operate the system on the following basis:

- All terminals at which the CM software and/or database is available for use will be accessible to the general public during the entire time they are available for use.

- Messages entered at the terminal will be immediately available for viewing by other users without being subject to any review.

- The system will be operated on a not-for-profit basis. Fees may be charged to users and/or sites, but the fees charged to users must be low enough to be considered nominal, and any revenue realized from these fees must be used to cover actual operation costs. ~~CMP reserves the right to establish guidelines for user fees. The sites may not charge the licensee rental for the terminal space.~~

- Information in the database cannot be used except through the public Community Memory terminals. In particular, this information cannot be sold or transferred to other database systems.

- The licensee will demonstrate sensitivity to the needs of the community, and have some form of public accountability. This accountability may be in the form of open meetings and/or publicly available minutes and records.

- Messages in the Community Memory database may not be modified by the licensee except as follows:

  Messages that have expired my be deleted. (The expiration date is part of every message.)

  If a person submits a complaint, in writing, that a particular message is causing them harm or problems, and that person unambiguously identifies the message, then that message may be removed by the licensee.

- ~~Licensees will assist other groups in setting up Community Memory systems.~~

- CMP reserves the right to conduct reviews of the licensee operation to determine if the licensee is meeting the spirit of the agreement. If there is to be a review, the licensee will be given 6 weeks notice and a request for an appointment. A letter with a list of the records CMP expects to review will be sent to the licensee after the review appointment is made.

- CMP reserves the right to rescind a license agreement if the licensee is not meeting the terms of the license agreement. The licensee has the right to appeal this decision to the CMP Board of Directors.

Draft 2/1/85

Community Memory License Agreement

This document outlines the major elements which may become part of the license agreement between The Community Memory Project and groups which will operate Community Memory systems. This document (which will eventually be translated into more formal legalese) spells out the responsibilities and rights of each party. In the spirit of this future legal nature, The Community Memory Project will hereinafter be referred to as "CMP", and the group that will operate the system will be referred to as "the licensee."

In advance of this agreement, CMP will provide the licensee with advice and assistance in public relations and fundraising tasks related to establishing a Community Memory system. In addition, if this agreement is executed (and a license fee paid), CMP will provide the licensee with:

- a copy of the Community Memory software, and a license to use that software on a single machine in accordance with the other conditions mentioned in this document,
- documentation on the installation and operation of the Community Memory software,
- training at the CMP site covering the maintenance of the Community Memory system,
- literature on the operation and purpose of the system for display and/or distribution (for a small per-copy fee),
- the right to use the Community Memory name and logo and a set of signs to be displayed at the public terminals,
- the right to connect with the Community Memory network (when it is established).

CMP wants to encourage innovation and diversity on the part of community sponsors for Community Memory systems. CMP recognizes that different groups have different needs and operating styles. Except as specifically set forth in this agreement, the licensee is responsible for all decisions about the actual operation of the Community Memory system including, but not limited to, number of terminals, how to obtain and pay for hardware, hours of operation, and publicity.

Both parties agree that the intent of the system is to provide the general public with a tool for the unmediated exchange of information.

Toward this end, the licensee agrees to operate the system on the following basis:

- All terminals at which the CM software and/or database is available for use will be accessible to the general public during the entire time they are available for use.

- Messages entered at the terminal will be immediately available for viewing by other users without being subject to any review.

- The system will be operated on a not-for-profit basis. Fees may be charged to users and/or sites, but the fees charged to users must be low enough to be considered nominal, and any revenue realized from these fees must be used to cover actual operation costs. CMP reserves the right to establish guidelines for user fees. The sites may not charge the licensee rental for the terminal space.

- Information in the database cannot be used except through the public Community Memory terminals. In particular, this information cannot be sold or transferred to other database systems.

- The licensee will demonstrate sensitivity to the needs of the community, and have some form of public accountability. This accountability may be in the form of open meetings and/or publicly available minutes and records.

- Messages in the Community Memory database may not be modified by the licensee except as follows:

  Messages that have expired my be deleted. (The expiration date is part of every message.)

  If a person submits a complaint, in writing, that a particular message is causing them harm or problems, and that person unambiguously identifies the message, then that message may be removed by the licensee.

- Licensees will assist other groups in setting up Community Memory systems.

- CMP reserves the right to conduct reviews of the licensee operation to determine if the licensee is meeting the spirit of the agreement. If there is to be a review, the licensee will be given 6 weeks notice and a request for an appointment. A letter with a list of the records CMP expects to review will be sent to the licensee after the review appointment is made.

- CMP reserves the right to rescind a license agreement if the licensee is not meeting the terms of the license agreement. The licensee has the right to appeal this decision to the CMP Board of Directors.

DRAFT 2-1-85

Community Memory Franchise/License Agreement OLD

This document outlines the major elements of an agreement which may be either a franchise agreement or a license agreement for operating a Community Memory node. This agreement is between The Community Memory Project (CMP), which provides software, and the Franchisee/Licensee, who owns and operates the system. This agreement outlines the reponsibilities and rights of each party.

In advance of this agreement, CMP will provide the Franchisee/Licensee with advice and assistance in public relations and fundraising tasks related to establishing a Community Memory system. In addition, if this agreement is executed (and a license fee paid), CMP will provide the Franchisee with:

- a copy of the Community Memory software, and a license to use that software on a single machine in accordance with the other conditions mentioned in this document,

- documentation on the installation and operation of the Community Memory software,

- training at the CMP site covering the maintenance of the Community Memory system.

- literature on the operation and purpose of the system for display and/or distribution (for a small per-copy fee).

- the right to use the Community Memory name and logo and a set of signs to be displayed at the public terminals.

- the right to connect with the Community Memory network (when it is established),

CMP wants to encourage innovation and diversity on the part of community sponsors for Community Memory Systems. CMP recognizes that different groups have different needs and operating styles. Except as specifically set forth in this agreement, the Franchisee/Licensee is responsible for all decisions about the actual operation of the Community Memory system including, but not limited to, number of terminals, how to obtain and pay for hardware, hours of operation, and publicity.

Both parties agree that the intent of the system is to provide the general public with a tool for the unmediated exchange of information.

Toward this end, the Franchisee agrees to operate the sytem on the following basis:

- All terminals at which the CM software and/or database is available for use will be accessible to the general public during the entire time they are available for use.

- Messages entered at the terminal will be immediately available for viewing by other users without being subject to any review.

original

- The system will be operated on a not-for-profit basis. Fees may be charged to users and/or sites, but the fees charged to users must be low enough to be considered nominal, and any revenue realized from these fees must be used to cover actual operation costs. CMP reserves the right to establish guidelines for user fees. The sites may not charge the Franchisee rental for the terminal space.

- Information in the database cannot be used except through the public Community Memory terminals. In particular, this information cannot be sold or transfered to other database systems.

- The franchisee will demonstrate sensitivity to the needs of the community, and have some form of public accountability. This accountability may be in the form of open meetings and/or publicly available minutes and records.

- Messages in the Community Memory database may not be modified by the franchisee/licensee except as follows:

> Messages that have expired may be deleted. The expiration date is a part of every message.
>
> If a person submits a complaint, in writing, that a particular message is causing them harm or problems, and that person unambigously identifies the message, then that message may be removed by the franchisee/licensee.

-Franchisees/licensees will assist other groups in setting up Community Memory systems.

- CMP reserves the right to conduct reviews of the franchisee/licensee operation to determine if the franchisee/licensee is meeting the spirit of the agreement. If there is to be a review, the franchisee/licensee will be given a 6 week notice and a request for an appointment. A letter with a list of the records CMP expects to review will be sent to the franchisee/licensee after the review appointment is made.

- CMP reserves the right to rescind a franchise or license agreement if the franchisee/licensee is not meeting the terms of the franchise/license agreement. The Franchisee/Licensee has the right to appeal this decision to the CMP Board of Directors.

Draft 2/1/85

Community Memory License Agreement

This document outlines the major elements which may become part of the license agreement between The Community Memory Project and groups which will operate Community Memory systems. This document (which will eventually be translated into more formal legalese) spells out the responsibilities and rights of each party. In the spirit of this future legal nature, The Community Memory Project will hereinafter be referred to as "CMP", and the group that will operate the system will be referred to as "the licensee."

In advance of this agreement, CMP will provide the licensee with advice and assistance in public relations and fundraising tasks related to establishing a Community Memory system. In addition, if this agreement is executed (and a license fee paid), CMP will provide the licensee with:

- a copy of the Community Memory software, and a license to use that software on a single machine in accordance with the other conditions mentioned in this document,
- documentation on the installation and operation of the Community Memory software,
- training at the CMP site covering the maintenance of the Community Memory system,
- literature (or artwork) on the operation and purpose of the system for display and/or distribution (for a small per-copy fee),
- the right to use the Community Memory name and logo and a set of signs (or artwork for the sign) to be displayed at the public terminals,
- the right to connect with the Community Memory network (when it is established).

CMP wants to encourage innovation and diversity on the part of community sponsors for Community Memory systems. CMP recognizes that different groups have different needs and operating styles. Except as specifically set forth in this agreement, the licensee is responsible for all decisions about the actual operation of the Community Memory system including, but not limited to, number of terminals, how to obtain and pay for hardware, hours of operation, and publicity.

Both parties agree that the intent of the system is to provide the general public with a tool for the unmediated exchange of information.

Toward this end, the licensee agrees to operate the system on the following basis:

- All terminals at which the CM software and/or database is available for use will be accessible to the general public during the entire time they are available for use.

- Messages entered at the terminal will be immediately available for viewing by other users without being subject to any review.

- The system will be operated on a not-for-profit basis. Fees may be charged to users and/or sites, ~~but the fees charged to users must be low enough to be considered nominal~~, and any revenue realized from these fees must be used to cover ~~actual~~ operation costs. CMP reserves the right to establish guidelines for user fees. The sites may not charge the licensee rental for the terminal space.

- Information in the database cannot be used except through the public Community Memory terminals. In particular, this information cannot be sold or transferred to other database systems.

- The licensee will demonstrate sensitivity to the needs of the community, and have some form of public accountability. This accountability may be in the form of open meetings and/or publicly available minutes and records.

- Messages in the Community Memory database may not be modified by the licensee except as follows:

  Messages that have expired my be deleted. (The expiration date is part of every message.)

  If a person submits a complaint, in writing, that a particular message is causing them harm or problems, and that person unambiguously identifies the message, then that message may be removed by the licensee.

- Licensees will assist other groups in setting up Community Memory systems.

- CMP ~~reserves the right to~~ will conduct reviews of the licensee operation to determine if the licensee is meeting the spirit of the agreement. If there is to be a review, the licensee will be given 6 weeks notice and a request for an appointment. A letter with a list of the records CMP expects to review will be sent to the licensee after the review appointment is made.

- CMP ~~reserves the right~~ will to rescind a license agreement if the licensee is not meeting the terms of the license agreement. The licensee has the right to appeal this decision to the CMP Board of Directors.

Licence not exclusive - 3rd party interest, etc.

[redacted] Review firm plan

15 February 1985 D R A F T

The following represents my understanding of the terms and details of the agreements between The Community Memory Project and Golemics regarding selling and supporting Sequitur products; and Pacific Software and Golemics regarding selling and supporting Sequitur products.

I am submitting this very drafty document to both organizations, and ask that its contents be examined in terms of consistency with your respective understandings. I would appreciate speedy effort and comments so that we can formalize our agreements, set prices in an informed manner, and begin mass mailings and other activities to generate sales.

COMMUNITY MEMORY / GOLEMICS AGREEMENT

1. Community Memory grants to Golemics all rights to seek and negotiate a sale in full of the Sequitur product and business. Community retains the right to examine any such purchase proposed, determine its own best interest in relation to such a sale, and to approve or disapprove the terms or the execution of such a sale.

2. Community Memory grants to Golemics the right to duplicate, sell, and ship copies of Sequitur, as developed under its license to Pacific Software, at a price which Golemics deems appropriate to the marketplace and consistent with maintaining a revenue flow for Community Memory in the form of royalty payments.

3. Golemics agrees to pay Community Memory the royalty rate in effect in its current license with Pacific Software, 15% of gross sales, excluding sales taxes.

NOTE:
In fact, I had originally understood that Lee had committed to pay CM $50 per copy for each sale. However, he now indicates that he only committed to paying Pacific's rate of 15% and that his goal was to be able to pay as much as $50 per sale. Of course, the royalty rate structure is intimately related to the costs and therefore the selling price.

4. Golemics agrees to report and pay such royalties earned to Community Memory monthly based on Sequitur revenues received.

5. Golemics agrees to manage sales and support of the product, and to promote it through occasional "planted" articles and interviews.

6. Community Memory makes no commitment with regard to support or future development of the product at this time. Individuals associated with CM are free to make direct working arrangments with Golemics to provide these as necessary or appropriate.

NOTE:
Ownership of changes and/or upgrades developed has not, to my knowledge, been defined.

7. Golemics' handling of Sequitur sales and support is understood to be an interim arrangement established with the intent of keeping the product "alive" as a matter of producing revenue for CM, and as a matter of maintaining its value as much as possible with an eye to its sale in full.

8. It is understood that Golemics is undertaking this effort as a profit making venture.

9. The original agreement, made orally between the Tuesday Night Meeting of CM and Lee Felsenstein, as President of Golemics, was set to be in effect through October 31, 1984. It was thereafter left open-ended (without an ending date) on the basis of two potential sales negotiations underway for the full product.

PACIFIC SOFTWARE / GOLEMICS AGREEMENT

1. Pacific Software grants to Golemics the right to duplicate, sell and ship copies of the Sequitur product, including any and all documentation developed during the life of the license between Pacific and CM.

2. Golemics agrees to pay to Pacific an amount equal to the original cost (as determined from Pacifice's records) for any materials remaining in its inventory, which may be useful to Golemics as associated with the duplication, production and shipment of Sequitur software packages, as Golemics may wish to draw on this inventory. These amounts appear in Appendix attached.

3. Golemics agrees to pay to Pacific a royalty payment for Sequitur shipments made during the life of Pacific's license with CM on the following basis:

9% of all receipts in excess of $100 over cost.

Cost = $72.00 per sale*
+ 30.00 estimated CM royalty per sale

*this figure includes cost of Pacific inventory materials, labor, and overhead. It does not include the cost of royalty payments to CM. If we assume 15% royalty, a $200 sale would yield $30 to CM, and that amount should be added to the $72.00 cost in computing the amount of royalty due to Pacific. This Cost figure does not include any profit to Golemics.

4. Golemics will report and make royalty payments monthly based on receipt of revenues from sales.

5. Golemics will report and make payments for inventory

materials drawn monthly based on receipt of revenues from sales.

6. It is understood that Golemics is undertaking this effort as a profit making venture.

* * *

Please leave your comments in my box at CM.
Thanks. . .

Mimi

* * *

Since Lee is not able to be at the Tuesday Night Meeting today (19 Feb 85) I asked him to look this over and following are his comments.

What are the relevant factors in pulling Pacific's license?

1. Political conflict with Anson (some revenue stream would be appeasing to him).

2. Maintaining possibility of sale through Pacific (Singapore). How long must this possibility be maintained?

Golemics is explicitly in a sublicense arrangement to Pacific and I (Lee) would prefer to move to a direct license arrangement.

He also said that he suggests that item 1 of COMMUNITY MEMORY / GOLEMICS AGREEMENT is that of "agent".

DRAFT OF SEQBIZ AGREEMENT UNDERSTANDINGS

APPENDIX A

VALUES ATTRIBUTED TO PACIFIC SOFTWARE INVENTORY OF SEQUITUR SUPPLIES FOR IBM-PC VERSION BASED ON PACIFIC SOFTWARE RECORDS:

QTY	ITEM	COST/EA	VALUE
678	Plastic Diskette Pockets	.48	$ 325.44
157	Keyboard Overlays	1.64	257.48
433	Sets - Index Tabs	.89	385.37
500	Empty Binders/Box Sets	2.89	1,445.00
255	IBM Quick Ref Guides	.32	81.60
505	License Agreements	.38	191.90
39	Full IBM Manuals, incl. Binder/Box/Tabs	3.78	147.42
	No costs avail for guts		
41	IBM Ver Shipping Boxes	.38	15.58
	MARKETING MATERIALS:		
500	Big Red Brochures	.27	135.00
99	Little Red "	.17	16.83

We have no data accumulated on the costs associated with the Fortune Version. Pacific's inventory contains only obsolete manuals and the camera ready copy remains in the hands of Symantek as far as we know.

LOAN AGREEMENT
BETWEEN
THE CENTER FOR INNOVATIVE DIPLOMACY
AND
COMMUNITY MEMORY PROJECT

The Center for Innovative Diplomacy (herinafter CID), in an effort to share computing resources among other charitable institutions in such a way as to maximize the use of such resources, does by this agreement loan to Community Memory Project (hereinafter CMP) a SOROC IQ 120 terminal, serial number 1-12829, under the following terms:

1) CMP will return the terminal to CID within four weeks notice of a request to return the terminal;

2) CMP will return the terminal in the same condition it was borrowed except for:

a) Cosmetic changes; and,
b) such other changes as CID agrees to;

3) CMP agrees to replace or repair the terminal if the original terminal is damaged in any way;

4) CMP will use the terminal for charitible purposes only as defined under section 501 (c)(3) of the Internal Revenue Code, and further promises not to use the terminal in any way as to damage the tax-exempt status of CID;

5) CMP will bear sole responsibility for any liabilities that occur as a result of the use or posession of the terminal while the terminal is in their posession;

6) In order to ensure that the benefits accrued by CMP by their use of the terminal are worth the efforts they put into borrowing and modifying the terminal, CID agrees to loan the terminal to CMP for at least six months.

Date 13-December 1981

By _____
Hal Harvey
Executive Director
CID

_____
Carl Farrington
Vice-President
CMP

May 9, 1984

Susan Blumstein
Pacific Software
Berkeley, CA 94710

Dear Susan,

Here are the licensees under the Seqitur for Non-Profits Program:

1. Western States Legal Foundation
   506 15th Street
   Oakland, CA
   Contact: Leonard Post

2. Citizens Forum on Self Government
   National Municipal League Inc.
   55 West 44th Street
   New York, NY 10036
   Contact: Brian Kirk or William G. Andersen Jr.

3. Public Interest Communications Association
   318 17th Avenue
   Seattle, WA 98122
   Contact: David Kozitsky

4. Baltimore Information Coop
   1443 Gorsuch
   Baltimore, MD 21218
   Contact: Carl Chatsky

Yours,

Marcy Darnovsky

INVOICE Number 1589

Original Invoice

PACIFIC SOFTWARE MANUFACTURING COMPANY
2608 Eighth Street
Berkeley, California 94710
(415) 540-5000

Sold To: Community Memory
2608 Eighth St.
Berkeley, CA 94710

Ship To: Baltimore Information Coop
Carl Chatzy
1443 Gorsuch
Baltimore, MD 21218

Purchase Order No:	per M. Darnovsky
Date Shipped:	12-1-83
Invoice Date:	12-1-83
Ship Via:	hand carried
Terms:	net 30
Salesman:	

1	SEQUITUR Relational Database System with Integrated Word Processing	$150.00
	Package Includes:	
	Tape or diskette for use on the ibmpc	
	User's Guide	
	Serial Number 0090851910	

Subtotal	$150.00
Sales Tax	$9.75
Total	$159.75

THANK YOU

INVOICE Number 1589

Remittance Copy

PACIFIC SOFTWARE MANUFACTURING COMPANY
2608 Eighth Street
Berkeley, California 94710
(415) 540-5000

Sold To: Community Memory
2608 Eighth St.
Berkeley, CA 94710

Ship To: Baltimore Information Coop
Carl Chatzy
1443 Gorsuch
Baltimore, MD 21218

Purchase Order No:	per M. Darnovsky
Date Shipped:	12-1-83
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Terms:	net 30
Salesman:	

1	SEQUITUR Relational Database System with Integrated Word Processing	$150.00	$150.00
	Package Includes:		
	Tape or diskette for use on the ibmpc		
	User's Guide		
	Serial Number 0090851910		

Subtotal	$150.00
Sales Tax	$9.75
Total	$159.75

THANK YOU

EcoSystems, Inc.
777 North First Street
San Jose, Ca 95112
(408) [redacted] 425-8523

September 13, 1983

Tom Athanasion
SEQUITUR
916 Parker St.
Berkeley, Ca. 94710

Dear Tom,

I spoke with you about receiving a copy of Sequitur for use by Ecosystems, last week over the phone. Here is the letter you requested concerning our present status and the work we are engaged in.

We are a small database developers company involved in non-profit work in the areas of technical assistance in developing countries through VITA (letter enclosed), as well as toxic wastes, nuclear weapons and peace issues and corporate responsibilities. We hope to be able to use your program to upgrade the abilities of the information systems we are now compiling.

We are using the IBM P/C in our office, and according to your brochure it is compatible with Sequitor. Please let us know what the next steps are in order to obtain a copy of Sequitor.

Sincerely,

Kate Kelly

Kate Kelly
Research Assistant

VOLUNTEERS IN TECHNICAL ASSISTANCE

Henry R. Norman
Executive Director

August 16, 1983

Mr. Ronald B. Swenson
EcoSystems, Incorporated
777 North First Street
San Jose, CA 95112

Dear Mr. Swenson,

VITA is pleased to enter into a nonprofit joint venture with EcoSystems for the purpose of developing and distributing software for microcomputers to organizations in the developing nations of the world. VITA as you know is a nonprofit organization, established in 1959 for the purpose of providing technical assistance to such groups.

The joint venture, Development Microcomputer Clearinghouse, may use VITA's name when soliciting donations, and decisions regarding the placement and utilization of resources obtained by DMC will be settled by consensus between VITA and EcoSystems. However, it is recognized that VITA will solicit equipment for other projects and equipment received in response to such solicitation will be used in VITA's sole discretion as a practical matter, solicitations by both organizations should be carefully coordinated.

I look forward to a productive relationship.

Very truly yours,

Henry Norman

HRN:gms

1815 North Lynn Street, Suite 200 • P.O. Box 12438 • Arlington, Virginia 22209-8438 USA
Phone (703) 276-1800 • Cable VITAINC • Telex 440192 VITAUI

SEQUITUR LICENSE AGREEMENT

THE COMMUNITY MEMORY PROJECT (called "licensor") grants, and the other party who executes this license agreement (called "licensee") accepts this license agreement under the following terms and conditions:

1. LICENSE. Licensor grants to licensee a non-exclusive, non-transferable license to use Sequitur (called "the product") which means the relational database management system consisting of the Sequitur program, accompanying Sequitur documentation, and the physical recording medium. Licensee accepts this license for use only on the computer system designated in Section 11 of this agreement.

2. TERM. This license is effective from the date licensor receives a copy executed by licensee, and remains in force until licensee discontinues use of the product and returns the product and all copies to licensor. This license is subject to cancellation by licensor for failure of licensee to comply with terms and conditions of this agreement.

3. REPRODUCTION. This license includes the right to reproduce the licensed program, in whole or in part, only for back-up or archival use. No more than two such copies may be made. Licensee agrees to label any medium containing reproduced copies of the licensed program with the notice: "Copyright © 1981 The Community Memory Project. All rights reserved under the Pan-American and Universal Copyright Conventions." If licensee wishes to use the product on more than one computer, a separate copy of the licensed program must be obtained and licensed for each computer. Reproduction of the licensed documentation is prohibited.

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City & State:

Signed:

Name and Title:

Date:

The Community Memory Project:

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Signed:

Name and Title:

Date:

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Steve Fram
Institute for Global Communications
3228 Sacramento St.
San Francisco, CA 94115

Dear Steve,

This letter is to confirm our recent verbal agreement regarding licensing of Community Memory software by IGC for demonstration purposes. If this letter reflects your understanding of that agreement, please sign it and return a copy to me along with your payment.

The Community Memory Project, for a payment of 1 (one) dollar, agrees to install the Community Memory software on a computer system IGC will provide and deliver to our offices. We will also license IGC to use that software on that machine for a period of one year from the date you pick the machine up.

The installed software will consist of the binaries for the Community Memory system, and associated shell scripts, utilities, and documentation needed to operate the system.

At the end of the license period, IGC must return or destroy all copies of the licensed software. During the term of the license, IGC is responsible for preventing copies of any part of the licensed software from being passed to other organizations or individuals, or being used on other machines. The licensed software remains the sole property of The Community Memory Project.

The Community Memory Project is licensing this software as is, and makes no warranties of any kind. IGC waives its rights to recover any damages from The Community Memory Project arising from the use of the licensed software.

IGC cannot transfer its rights or obligations under this agreement to any third party.

Sincerely,

Carl Farrington
President, The Community Memory Project

On behalf of IGC, I accept that the terms of this letter are acceptable.

Drummond Pike
President
The Tides Foundationa

EXHIBIT "F"

COMMUNITY MEMORY SOFTWARE LICENSE PRICING

Runtime license (up to 10 users) -- $2500
(larger systems) -- call for quote

Support (phone support, upgrades) -- $200/month

Consulting -- call for quote

Installation and Training -- call for quote

Source license -- $6000

Binary re-license (requires source license) -- $1000/copy, or call for quote on quantity discount

return to Sue

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(a) Source listing,
(b) Reference manuals,
(c) Source code on machine readable medium, and
(d) Object code generated from the source code, on machine readable medium,

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6. USE OF PRODUCT NAME AND TRADEMARK: COMMUNITY MEMORY grants PACIFIC a nonexclusive right to use the product trademark in association with the software and documentation referred to in paragraph 1, provided that all references to the product shall at least once in a prominent place in such reference clearly indicate that the product name is a trademark of "The Community Memory Project." All copies of the product shall carry the notice "Copyright c 1981 The Community Memory Project," or later copyright date as specified from time to time by COMMUNITY MEMORY.

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information will cause COMMUNITY MEMORY great injury. PACIFIC acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be sought by COMMUNITY MEMORY, in the event of a material breach by PACIFIC.

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9. SUBLICENSE: PACIFIC may sublicense its rights under this License Agreement to its customers. COMMUNITY MEMORY must approve in writing each sublicense. In the event that this agreement shall be terminated or that PACIFIC shall discontinue its business for any reason, COMMUNITY MEMORY will perform all obligations incurred by PACIFIC under any sublicense granted by PACIFIC to its customers and approved in writing by COMMUNITY MEMORY. PACIFIC shall promptly provide COMMUNITY MEMORY with a true copy of any sublicense when executed.

10. TERM OF AGREEMENT: This License Agreement is effective from the date signed, and continues in effect until 31 December, 1989. However, the agreement may be terminated at any time without cause by COMMUNITY MEMORY. Termination under this paragraph shall be effective six months following written notice from COMMUNITY MEMORY to PACIFIC SOFTWARE.

11. DEFAULT BY PACIFIC: COMMUNITY MEMORY may terminate this License Agreement by giving notice to PACIFIC: (a) if PACIFIC fails to perform or comply with this License Agreement or any of its provisions, including failure to promptly pay any amount due under the provisions of paragraph 2; (b) if PACIFIC fails to strictly comply with the provisions of paragraph 8; (c) if PACIFIC becomes insolvent or admits in writing its inability to pay its debts as they mature; or makes an assignment for the benefit of creditors; (d) if a petition under any foreign or domestic bankruptcy act is filed by PACIFIC; (e) if such a petition is filed by any third party or an application for a

receiver of PACIFIC is made by anyone and such petition or application is not resolved favorably to PACIFIC within sixty days. Written notice will be given within three days by PACIFIC to COMMUNITY MEMORY in the event of any of the occurrences described in this paragraph.

In the event of termination of this Agreement due to default by PACIFIC, all copies of the product and all related materials in the possession or under the control of PACIFIC shall be promptly impounded by PACIFIC or the receiver and safeguarded from disclosure to unauthorized persons. PACIFIC or the receiver will then promptly notify COMMUNITY MEMORY. COMMUNITY MEMORY shall have the right to enter PACIFIC's premises and remove the licensed product.

Termination under clause (b) will be effective as of the day notice is given; otherwise termination shall be effective thirty days following COMMUNITY MEMORY's written notice to PACIFIC, if the occurence giving rise to the right of termination has not been cured. The rights and remedies of COMMUNITY MEMORY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

12. OBLIGATIONS UPON TERMINATION: If this License Agreement is terminated for any reason, PACIFIC will return all full or partial copies of the product and all related material in PACIFIC's possession or under its control to COMMUNITY MEMORY within ten days following the termination date, including any in-house copies PACIFIC may have produced.

At the termination of this Agreement, PACIFIC will be deemed to have assigned, transferred and conveyed back to COMMUNITY MEMORY all rights to the product, as it was delivered by COMMUNITY MEMORY to PACIFIC. Termination will not relieve PACIFIC of the obligations it has under this Agreement including, without limitation, its obligations under paragraph 8.

If this License Agreement is terminated as a result of PACIFIC's default, PACIFIC will pay within three days all sums PACIFIC contracted to pay under this License Agreement except for unearned per copy royalties.

13. NOTICES AND WRITTEN COMMUNICATIONS: All notices and requests in connection with this License Agreement will be in writing mailed to these addresses:

PACIFIC SOFTWARE MFG. CO.	THE COMMUNITY MEMORY PROJECT
2608 Eighth Street	916 Parker Street
Berkeley, California 94710	Berkeley, California 94710

14. CONTROLLING LAW: This License Agreement shall be construed and controlled by the laws of the State of California. PACIFIC consents to jurisdiction by the State and Federal courts sitting in the State of California.

15. MODIFICATION: This License Agreement supercedes all

previous agreements between the parties with respect to the subject matter. It shall not be modified except by a written agreement of the same or subsequent date signed on behalf of PACIFIC and COMMUNITY MEMORY by their respective duly authorized representatives. All business commenced under any previous agreement shall continue under the provisions of this agreement.

16. ATTORNEY FEES: If either party employs attorneys to enforce any rights arising out of or related to this License Agreement, and if that party prevails, it shall be entitled to recover reasonable attorneys' fees and costs of suit.

17. BINDING EFFECT: This License Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and assigns.

18. ADDENDA: The attached addenda A, B, C, and D are incorporated by reference as part of this Agreement, as though set forth in full.

The undersigned represent that they are authorized by their respective organizations to execute this agreement. All signed copies of this License Agreement shall be deemed originals.

THE COMMUNITY MEMORY PROJECT	PACIFIC SOFTWARE MFG. CO.
Efrem Lipkin	Joaquin Miller
President	Vice President
Nov 10, 1981	10 NOV 1981

ADDENDUM A

PRODUCTS

Provos
X.Dot
AllTerm
C++

ADDENDUM B

ROYALTY

PACIFIC will pay COMMUNITY MEMORY one half of PACIFIC's gross receipts from its customers for the licensed products ("royalty payment").

PACIFIC will make the royalty payment within ten days after date of receipt of payment by PACIFIC (the "due date"). Any amount not paid by the due date will be increased by a charge of 6% to cover the cost of handling late payments. A service charge of 2% will be added for each month or fraction of a month any amount remains unpaid after the due date, to cover the cost of carrying the account. For purposes of determining the due date, the date of payment receipt by PACIFIC will be considered the earlier of the post office post mark date or the date of receipt by PACIFIC.

PACIFIC will keep accurate books and records which contain all information necessary for an exact determination of all royalties due for all periods at its offices noted in paragraph 13 of the License Agreement. These books and records will be available during normal working hours for copying, audit and examination by COMMUNITY MEMORY or its agents during the term of this License Agreement and for a period of one year after termination. Any audit by COMMUNITY MEMORY will be for purposes of checking PACIFIC's calculation of the royalties due under this License Agreement and PACIFIC's compliance with the terms of this License Agreement.

Failure by COMMUNITY MEMORY to exercise its right of audit within one year after the end of the period for which PACIFIC has made royalty payments shall be a waiver by COMMUNITY MEMORY of the right to audit that period, and shall constitute an acceptance by COMMUNITY MEMORY of PACIFIC's royalty payment as being full satisfaction of that royalty payment.

ADDENDUM C

NON-DISCLOSURE AGREEMENT

COMPANY acknowledges that the product constitutes trade secrets and proprietary information of PACIFIC SOFTWARE and others, and disclosure of the information will cause PACIFIC SOFTWARE great injury. COMPANY acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be PACIFIC SOFTWARE's only remedy, in the event of a material breach by COMPANY.

COMPANY agrees at COMPANY's sole expense to prevent any unauthorized disclosures of PACIFIC SOFTWARE's trade secrets and proprietary information. COMPANY agrees to keep the trade secrets and proprietary information under lock and key security except when in actual use, to limit disclosure to those employees of COMPANY to whom such information is necessary for them to perform their function, and to take all other measures COMPANY takes to protect its own trade secrets and proprietary information.

COMPANY will market the product only in object form and only to purchasers of COMPANY's computer system products. COMPANY will not copy the product in source form in any medium except for COMPANY's own internal use. All such copies will be plainly marked to indicate they contain confidential and proprietary information. COMPANY will not disclose source code to others.

COMPANY agrees to obtain the written agreement of each of its customers to the Non-Disclosure Agreement below; provided, a) if the product is part of a computer system manufactured by COMPANY which is not programmable by its customers, and b) if the product is stored only in a memory not ordinarily accessable to the customers, and c) the customers sign COMPANY's standard contract containing non-disclosure provisions, then COMPANY need not obtain written agreement to the Non-Disclosure Agreement below:

> "The party signing agrees that it is receiving a copy of {COMPANY's trade name for licensed software} for use on a single system only, as designated on its registration card. The party agrees to fill out and mail in the registration card before making use of {COMPANY's trade name for licensed software}. The party agrees that all copies will be strictly safeguarded against disclosure to or use by persons not authorized by {COMPANY} to use {COMPANY's name for licensed software}, and that the location of all copies will be reported to {COMPANY} at

{COMPANY}'s request. The party agrees that copying or unauthorized disclosure will cause great damage to {COMPANY} and others and this damage is far greater than the value of the copies involved. The party agrees that this agreement shall inure to the benefit of any third party holding any right, title or interest in the {COMPANY's trade name for licensed software} or any software from which it was derived."

COMPANY's obligation shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

ADDENDUM D

CONFIDENTIALITY OF PRICING

ONE: PACIFIC will not disclose the contents of ADDENDUM B to any individual not employed by PACIFIC or to any corporate or other business entity.

TWO: PACIFIC will not disclose the contents of ADDENDUM B to any individual employed by PACIFIC, with the exception of the person executing the attached License Agreement on PACIFIC's behalf, that person's immediate superiors within PACIFIC, employees who need to know within the scope of their employment, and PACIFIC's lawyers and directors.

5 November 1982

Joaquin Miller
Vice President
Pacific Software, Inc.
Tenth and Parker Streets
Berkeley, CA 94710

Dear Mr. Miller:

This letter serves as written confirmation that The Community Memory Project grants to Pacific Software a license to use, modify, and sublicense the programs xlink, xgather, xscatter, and B++ under terms of the License Agreement between Community Memory and Pacific Software dated 10 November 1981.

Please add the programs to the list of products contained in Addendum A of that License Agreement.

Sincerely,

Kenneth Colstad
President

KC/cc

Demonstration Package

includes manual, tape, sample database and recommended demonstration procedure. Sequitur data files are limited to 100 records. The system is for demonstration purposes only $75.00

Our dealer discount is 40% off list price for the first copy. Subsequent copies earn up to 50% discount according to the schedule below. Contact the sales office for discounts on volume purchases over 10.

Version 3.10

Onyx and Plexus

1st copy $2097.00
additional copies if all discounts earned 1747.50

PDP-11/23 — PDP-11/34

1st ..... currently not available
additional copies if all discounts earned .....

PDP-11/44 — PDP-11/70

1st copy 5100.00
additional copies if all discounts earned 4250.00

VAX 11

1st copy 7500.00
additional copies if all discounts earned 6250.00

All new dealers are required to sign a resellers agreement and fill out an application form enclosed in the demonstration package. All dealers seeking credit must file a credit application enclosed in the demonstration package.

Discounts:

36% Dealer discount
7% prepayment
5% COD
3% if paid within 10 days of receipt of goods
Net 30 days

7% credit on each sale when the License Agreement is returned signed by the Dealer and the customer.

Maximum dealer discount 36% + 7% prepayment +7% on return of License Agreement equals 50% discount. If payment is not made within 30 days of receipt of goods, there will be a service charge of 3% to cover our billing costs. In addition there will be a service charge of 2% per month to cover our cost of carrying the account.

These prices are subject to change without notice.



software manufacturing company

2608 eighth street berkeley, california 94710 (415) 540-0616

LICENSE AGREEMENT

THE COMMUNITY MEMORY PROJECT, a California corporation ("COMMUNITY MEMORY"), and XICOM TECHNOLOGIES CORPORATION, an Ontario corporation ("XICOM") agree as follows:

1. PRODUCT: COMMUNITY MEMORY grants and XICOM accepts a license to use, modify and sublicense within Canada, to one manufacturer of communications equipment only, for use on any machine or operating system, during the term of this agreement, subject to the provisions of paragraphs 8 and 9, under XICOM's trademarks, the following:

(a) Reference manuals,
(b) Source code on machine readable medium, and
(c) Object code generated from the source code, on machine readable medium,

for COMMUNITY MEMORY's product ("the product"), listed and with the features and specifications described in Addendum A. XICOM's license extends to and the term "the product" includes any changes to the product supplied by COMMUNITY MEMORY or made by XICOM or others in compliance with paragraph 3 of this License Agreement. Rights granted under this License Agreement are exclusive within Canada, except as provided in paragraph 9.

2. PRICE AND PAYMENT: XICOM agrees to pay COMMUNITY MEMORY as provided in Addendum B. The royalties are exclusive of any federal, state, commonwealth, provincial, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or later imposed on the production, storage, licensing, sale, transportation, import, export or use of the product. Such charges will be paid by XICOM, or XICOM will provide an exemption certificate acceptable to COMMUNITY MEMORY and the applicable authority. However, COMMUNITY MEMORY will pay all taxes based on its net income.

3. MODIFICATIONS AND UPDATES: XICOM is solely responsible for support of its own and its customers' use of the product. During the term of this License Agreement COMMUNITY MEMORY will supply to XICOM changes which correct known errors or provide modifications required by the CCITT X.25 recommendation in either the software or documentation of the product.

4. NO WARRANTY: Except for the agreement in paragraph 3, COMMUNITY MEMORY MAKES NO WARRANTIES EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMMUNITY MEMORY shall have no liability with respect to its

obligations under this agreement for any loss of profits, loss of use, interruption of business, compensatory, special incidental, indirect, consequential, or exemplary damages. COMMUNITY MEMORY's sole liability shall be limited to the amount of royalties paid. The product is sold for commercial, and not consumer, use.

5. MUTUAL INDEMNITY: COMMUNITY MEMORY represents that it is entitled to make this License Agreement. COMMUNITY MEMORY agrees to indemnify and hold XICOM harmless from any and all actions brought which claim that this license infringes any patent, trademark, or copyright. COMMUNITY MEMORY will pay any award against XICOM based on such infringement providing Xicom notifies COMMUNITY MEMORY promptly in writing of the claim and permits COMMUNITY MEMORY to participate in the defense and agree to any settlement. XICOM agrees to indemnify and hold COMMUNITY MEMORY harmless from any and all claims by third parties arising out of claimed patent or copyright infringement on the part of XICOM hardware or XICOM software utilized with or in conjunction with the product, and from any other claim or action resulting from damages or alleged damages arising from XICOM's use of the product, or use of the product by XICOM's customers.

6. USE OF PRODUCT NAME AND TRADEMARK: COMMUNITY MEMORY grants XICOM a nonexclusive right to use the product trademark in association with the software and documentation referred to in paragraph 1, provided that all references to the product shall at least once in a prominent place in such reference clearly indicate that the product name is a trademark of "The Community Memory Project." All copies of the product shall carry the notice "Copyright © 1981 The Community Memory Project," or later copyright date as specified from time to time by COMMUNITY MEMORY.

7. CHANGES TO SOFTWARE BY XICOM: XICOM will promptly modify the product to meet DATAPAC specifications and obtain DATAPAC acceptance. XICOM may from time to time make other changes in the product and the related documentation, to adapt it to other hardware or software. Such changes do not in any way give rise to any proprietary rights of XICOM in the original code or documentation. COMMUNITY MEMORY is not responsible in any way for maintenance of any code or documentation modified by XICOM, and XICOM will make no representations to the contrary to its customers. Because of the significance of problems created by unauthorized modifications, XICOM agrees that it will promptly advise COMMUNITY MEMORY in writing of all modifications to the product, and all such modifications shall be the property of COMMUNITY MEMORY. Use of sections of the code from the product in other programs by XICOM is not authorized by this agreement and infringes the rights of COMMUNITY MEMORY.

8. NONDISCLOSURE AGREEMENT: XICOM acknowledges that the

product constitutes trade secrets and proprietary information of COMMUNITY MEMORY and disclosure of the information will cause COMMUNITY MEMORY great injury. XICOM acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be sought by COMMUNITY MEMORY, in the event of a material breach by XICOM.

XICOM agrees at XICOM's sole expense to prevent any unauthorized disclosures of COMMUNITY MEMORY's trade secrets and proprietary information. XICOM agrees to keep the trade secrets and proprietary information under lock and key except when in actual use, and to limit disclosure to those employees of XICOM to whom such information is necessary for them to perform their function. XICOM agrees to obtain the written agreement of each of its customers to the Non-Disclosure Agreement attached as Addendum C, to obtain the written agreement of each of its employees to a similar non-disclosure agreement, and to take all other measures XICOM takes to protect its own trade secrets and proprietary information. XICOM's obligation under this paragraph shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

9. SUBLICENSE: XICOM may sublicense its rights under this License Agreement to one of its customers within Canada, for use on sublicensee's products only. Such sublicense will contain provisions substantially the same as those in paragraphs 4, 5, 6, 7, 8, 11, and 12 of this License Agreement. In addition, such sublicense shall provide that sublicensee will indemnify and hold COMMUNITY MEMORY harmless from any and all claims or actions resulting from damages or alleged damages arising from sublicensee's or its customers' use of the product.

This License Agreement will not be assigned by XICOM without the written approval of COMMUNITY MEMORY; provided, XICOM may assign this License Agreement to any purchaser of substantially all the assets of XICOM's business.

10. TERM OF AGREEMENT: This License Agreement is effective from the date a copy signed on behalf of XICOM is accepted by COMMUNITY MEMORY at its Berkeley office.

11. DEFAULT BY XICOM: COMMUNITY MEMORY may terminate this License Agreement by giving notice to XICOM: (a) if XICOM fails to perform or comply with this License Agreement or any of its provisions, including failure to promptly pay any amount due under the provisions of paragraph 2; (b) if XICOM fails to strictly comply with the provisions of paragraph 8; (c) if XICOM becomes insolvent or admits in writing its inability to pay its debts as they mature; or makes an assignment for the benefit

of creditors; (d) if a petition under any foreign or domestic bankruptcy act is filed by XICOM; (e) if such a petition is filed by any third party or an application for a receiver of XICOM is made by anyone and such petition or application is not resolved favorably to XICOM within sixty days. Written notice will be given by XICOM to COMMUNITY MEMORY within three days of the occurrences or filings described in this paragraph.

In the event of termination of this Agreement due to default by XICOM, all copies of the product and all related materials in the possession or under the control of XICOM shall be promptly impounded by XICOM or the receiver and safeguarded from disclosure to unauthorized persons. XICOM or the receiver will then promptly notify COMMUNITY MEMORY. COMMUNITY MEMORY shall have the right to enter XICOM's premises and remove the licensed product.

Termination under clause (b) will be effective as of the day COMMUNITY MEMORY gives written notice to XICOM; otherwise termination shall be effective thirty days following COMMUNITY MEMORY's written notice to XICOM, if the occurence giving rise to the right of termination has not been cured. The rights and remedies of COMMUNITY MEMORY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

12. OBLIGATIONS UPON TERMINATION: If this License Agreement is terminated for any reason, XICOM will return all full or partial copies of the product and all related material in XICOM's possession or under its control to COMMUNITY MEMORY within ten days following the termination date, including any in-house copies XICOM may have produced.

At the termination of this Agreement, XICOM will be deemed to have assigned, transferred and conveyed back to COMMUNITY MEMORY all rights to the product, as it was delivered by COMMUNITY MEMORY to XICOM. Termination will not relieve XICOM of the obligations it has under this Agreement including, without limitation, its obligations under paragraph 8.

If this License Agreement is terminated as a result of XICOM's default, XICOM will pay within three days all sums XICOM contracted to pay under this License Agreement except for unearned per copy royalties.

13. NOTICES AND WRITTEN COMMUNICATIONS: All notices and requests in connection with this License Agreement will be in writing mailed to these addresses:

XICOM TECHNOLOGIES CORP. 130 Slater St. Suite 1015 Ottowa, Ontario K1P6E2 CANADA	THE COMMUNITY MEMORY PROJECT 916 Parker Street Berkeley, California 94710

14. CONTROLLING LAW: This License Agreement shall be construed and controlled by the laws of the State of

California. XICOM consents to jurisdiction by the State and Federal courts sitting in the State of California.

15. MODIFICATION: This License Agreement supercedes all previous agreements between the parties with respect to the subject matter. It shall not be modified except by a written agreement of the same or subsequent date signed on behalf of XICOM and COMMUNITY MEMORY by their respective duly authorized representatives. All business commenced under any previous agreement shall continue under the provisions of this agreement.

16. ATTORNEY FEES: If either party employs attorneys to enforce any rights arising out of or related to this License Agreement, and if that party prevails, it shall be entitled to recover reasonable attorneys' fees.

17. BINDING EFFECT: This License Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and assigns.

18. ADDENDA: The attached addenda A, B, C, and D are incorporated by reference as part of this Agreement, as though set forth in full.

The undersigned represent that they are authorized by their respective organizations to execute this agreement. All signed copies of this License Agreement shall be deemed originals.

THE COMMUNITY MEMORY PROJECT	XICOM TECHNOLOGIES CORP.
Lee Felsenstein	Warner Sharkey
Secretary	President
Dated:	Dated: 6 Jan 1982

ADDENDUM A

PRODUCT

The X.Dot product consisting of programs:

- X.25 Network Interface Program
- X.Dot User Interface
- X.25 Network Simulator
- Provos Operating System

and documentation:

- X.Dot User Interface Manual
- X.Dot Internal Documentation Manual
- Documentation Guide
- Map to the Guide
- Installation Guide
- Testing Facilities Manual
- Network Simulator Manual

The X.Dot product will perform and have features as specified in Community Memory's X.Dot manuals and will be usable with the Telenet and Tymnet X.25 packet switching networks as a DTE system.

ADDENDUM B

ROYALTY

XICOM will pay COMMUNITY MEMORY 40% of XICOM's gross receipts for the licensed product from its customer, but not less than $40,000 U.S. ("royalty payment").

XICOM will make the royalty payment to COMMUNITY MEMORY within ten days after receipt of payment to XICOM from XICOM's customer. ~~However, if XICOM has not received such~~ payment within thirty days after execution ~~of this~~ License Agreement, XICOM will make ~~one-half of~~ its projected royalty payment to ~~COMMUNITY MEMORY~~ at that time, with the balance to be ~~paid ten~~ days after receipt of payment to XICOM from ~~XICOM's customer~~. Any amount not paid when due will be increased by a charge of 6% to cover the cost of handling late payments. A service charge of 2% will be added for each month or fraction of a month any amount remains unpaid, to cover the cost of carrying the account. Date of payment will be post office postmark date or, if not legibly postmarked, date of receipt.

XICOM will keep accurate books and records which contain all information necessary for an exact determination of all royalties due for all periods at its offices noted in paragraph 13 of the License Agreement, which will be available for copying, audit and examination by any representative or auditor of COMMUNITY MEMORY during the term of this License Agreement and for a period of one year after termination. Any audit by COMMUNITY MEMORY will be for purposes of checking XICOM's calculation of the royalties due under this License Agreement and XICOM's compliance with the terms of this License Agreement.

ADDENDUM C

NON-DISCLOSURE AGREEMENT

COMPANY acknowledges that the product constitutes trade secrets and proprietary information of XICOM and others, and disclosure of the information will cause XICOM great injury. COMPANY acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be XICOM's only remedy, in the event of a material breach by COMPANY.

COMPANY agrees at COMPANY's sole expense to prevent any unauthorized disclosures of XICOM's trade secrets and proprietary information. COMPANY agrees to keep the trade secrets and proprietary information under lock and key security except when in actual use, to limit disclosure to those employees of COMPANY to whom such information is necessary for them to perform their function, and to take all other measures COMPANY takes to protect its own trade secrets and proprietary information.

COMPANY will market the product only in object form and only to purchasers of COMPANY's computer system products. COMPANY will not copy the product in source form in any medium except for COMPANY's own internal use. All such copies will be plainly marked to indicate they contain confidential and proprietary information. COMPANY will not disclose source code to others.

COMPANY agrees to obtain the written agreement of each of its customers to the Non-Disclosure Agreement below; provided, a) if the product is part of a computer system manufactured by COMPANY which is not programmable by its customers, and b) if the product is stored only in a memory not ordinarily accessable to the customers, and c) the customers sign COMPANY's standard contract containing non-disclosure provisions, then COMPANY need not obtain written agreement to the Non-Disclosure Agreement below:

"The party signing agrees that it is receiving a copy of {COMPANY's trade name for licensed software} for use on a single system only, as designated on its registration card. The party agrees to fill out and mail in the registration card before making use of {COMPANY's trade name for licensed software}. The party agrees that all copies will be strictly safeguarded against disclosure to or use by persons not authorized by {COMPANY} to use {COMPANY's name for licensed software}, and that the location of all copies will be reported to {COMPANY} at

{COMPANY}'s request. The party agrees that copying or unauthorized disclosure will cause great damage to {COMPANY} and others and this damage is far greater than the value of the copies involved. The party agrees that this agreement shall inure to the benefit of any third party holding any right, title or interest in the {COMPANY's trade name for licensed software} or any software from which it was derived."

COMPANY's obligation shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

ADDENDUM D

CONFIDENTIALITY OF PRICING

ONE: XICOM will not disclose the contents of ADDENDUM B to any individual not employed by XICOM or to any corporate or other business entity.

TWO: XICOM will not disclose the contents of ADDENDUM B to any individual employed by XICOM, with the exception of the person executing the attached License Agreement on XICOM's behalf, that person's immediate superiors within XICOM, employees who need to know within the scope of their employment, and XICOM's lawyers and directors.

LICENSE AGREEMENT

THE COMMUNITY MEMORY PROJECT, a California corporation, and

SYTEK, INCORPORATED, a California corporation("COMPANY"), agree as follows:

1. PRODUCT: COMMUNITY MEMORY grants and COMPANY accepts a non-exclusive world-wide license to use, modify and sublicense, on the machines and/or operating systems listed in Addendum F, during the term of this agreement, subject to the provisions of paragraphs 8 and 9, under COMPANY's trademarks, the following:

(a) Source listing,
(b) Reference manuals,
(c) Source code on machine readable medium, and
(d) Object code generated from the source code,

for COMMUNITY MEMORY's products ("the product"), listed and with the features and specifications described in Addendum A. COMPANY's license extends to and the term "the product" includes any changes to the product supplied by COMMUNITY MEMORY in compliance with paragraph 3 of this License Agreement.

2. PRICE AND PAYMENT: COMPANY agrees to pay COMMUNITY MEMORY as provided in Addendum B. The prices are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or later imposed on the production, storage, licensing, sale, transportation, import, export or use of the product. Such charges will be paid by COMPANY, or COMPANY will provide an exemption certificate acceptable to COMMUNITY MEMORY and the applicable authority. However, COMMUNITY MEMORY will pay all taxes based on its net income.

3. MODIFICATIONS AND UPDATES: COMPANY is solely responsible for support of its own and its customers' use of the product. COMMUNITY MEMORY will supply to COMPANY all published changes which correct known errors or provide required modifications in either the software or documentation of the product for a period of one year. COMMUNITY MEMORY will have no further obligation under this paragraph unless payment is made for such changes as provided in Addendum C.

4. NO WARRANTY: Except for the agreement in paragraph 3 to provide information as to known errors or required modifications, COMMUNITY MEMORY MAKES NO WARRANTIES EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMMUNITY MEMORY shall have no liability with respect to its obligations under this agreement for any loss of profits, loss of use, interruption of business, compensatory, special, incidental, indirect, consequential, or exemplary damages. COMMUNITY MEMORY's sole liability shall be limited to the purchase price of the software. The product is sold for commercial, and not consumer, use.

5. MUTUAL INDEMNITY: COMMUNITY MEMORY represents that it is entitled to make this License Agreement. COMMUNITY MEMORY agrees to indemnify and hold COMPANY harmless from any and all actions brought against COMPANY which claim that this license infringes any patent, trademark, or copyright. COMMUNITY MEMORY will pay any award against COMPANY based on such infringement if COMPANY had notified COMMUNITY MEMORY promptly in writing of the claim and had permitted COMMUNITY MEMORY to participate in the defense and/or agree to any settlement. COMPANY agrees to indemnify and hold COMMUNITY MEMORY harmless from any and all claims by third parties arising out of claimed patent or copyright infringement on the part of COMPANY hardware or COMPANY software utilized with or in conjunction with the product, and from any other claim or action resulting from damages or alleged damages arising from COMPANY's use of the product, or use of the product by COMPANY's customers.

6. USE OF PRODUCT NAME AND TRADEMARK: COMMUNITY MEMORY grants COMPANY a nonexclusive right to use the product trademark in association with the software and documentation referred to in paragraph 1, provided only that all references to the product shall at least once in a prominent place in such reference clearly indicate that the product name is a trademark of "The Community Memory Project."

7. CHANGES TO SOFTWARE BY COMPANY: COMPANY may from time to time make changes in the product and the related documentation, to adapt it to its hardware or other software. Such changes do not in any way give rise to any proprietary rights of COMPANY in the original code or documentation. COMMUNITY MEMORY is not responsible in any way for maintenance of any code or documentation modified by COMPANY, and COMPANY will make no representations to the contrary to its customers.

Use of sections of code from the product in other programs by COMPANY is not authorized by this agreement and infringes the rights of COMMUNITY MEMORY.

Because of the significance of problems created by unauthorized modifications to the product, COMPANY agrees that it will advise COMMUNITY MEMORY in writing of any major modifications to the product.

8. NONDISCLOSURE AGREEMENT: COMPANY acknowledges that the product constitutes trade secrets and proprietary information of COMMUNITY MEMORY, and disclosure of the information will cause COMMUNITY MEMORY great injury. COMPANY agrees to safeguard the confidential or proprietary information in the same manner that COMPANY safeguards its own confidential and proprietary information. COMPANY acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets, trademarks, copyrights, and confidential or proprietary information may be COMMUNITY MEMORY's only remedy, in the event of a material breach by COMPANY.

COMPANY agrees at COMPANY's sole expense to cooperate in every reasonable manner in assisting COMMUNITY MEMORY in determining the source of any unauthorized disclosures of COMMUNITY MEMORY's trade secrets and proprietary information and to implement corrective action to stop any future disclosures once determined to have occurred.

COMPANY will market the product only in object form and only to purchasers of COMPANY's computer system products. COMPANY will not copy the product in source form in any medium except for COMPANY's own internal use. All such copies will be plainly marked to indicate they contain confidential and proprietary information. COMPANY will not disclose source code to others.

COMPANY agrees to obtain the written agreement of each of it's customers to the Non-Disclosure Agreement attached as Addendum D; provided, a) if the product is part of a computer system manufactured by COMPANY which is not programmable by its customers , and b) if the product is stored only in a memory not ordinarily accessable to the customers, and c) the customers sign COMPANY's standard contract containing non-disclosure provisions, then COMPANY need not obtain written agreement to the Non-Disclosure Agreement in Addendum D.

COMPANY's obligation under this paragraph shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

9. PMOHIBITION AGAINST ASSIGNMENT AND SUBLICENSE: This License Agreement will not be assigned by COMPANY without the written approval of COMMUNITY MEMORY; provided, COMPANY may assign this License Agreement to any purchaser of substantially all the assets of COMPANY's computer products business. COMPANY will not sublicense its right under this agreement to any other person or entity except as specifically authorized by this agreement.

10. TERM OF AGREEMENT: This License Agreement is effective from the date a copy signed on behalf of COMPANY is accepted by COMMUNITY MEMORY at its Berkeley, California office and continues in effect until termination in accordance with the terms of this License Agreement.

11. DEFAULT BY COMPANY: COMMUNITY MEMORY may terminate this License Agreement by giving notice to COMPANY: (a) if COMPANY fails to perform or comply with this License Agreement or any of its provisions, including failure to promptly pay any amount due under the provisions of paragraph 2; (b) if COMPANY fails to strictly comply with the provisions of paragraph 8; (c) if COMPANY becomes insolvent or admits in writing its inability to pay its debts as they mature; or makes an assignment for the benefit of creditors; (d) if a petition under any foreign or domestic bankruptcy act is filed by COMPANY; (e) if such a petition is filed by any third party or an application for a receiver of COMPANY is made by anyone and such petition or application is not resolved favorably to COMPANY within sixty days. Written notice will be given within three days by COMPANY to COMMUNITY MEMORY in the event of any of the occurrences described in this paragraph.

In the event of termination of this Agreement due to default by COMPANY, all copies of the product and all related materials in the possession or under the control of COMPANY shall be promptly impounded by COMPANY or the receiver and safeguarded from disclosure to unauthorized persons. COMPANY or the receiver will then promptly notify COMMUNITY MEMORY. COMMUNITY MEMORY shall have the right to enter COMPANY's premises and remove the licensed materials.

Termination under clause (b) will be effective as of the day notice is given; otherwise termination shall be effective thirty days following COMMUNITY MEMORY's giving notice to COMPANY, if the occurence giving rise to the right of termination has not been cured. The rights and remedies of COMMUNITY MEMORY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

12. OBLIGATIONS UPON TERMINATION: If this License Agreement is terminated for any reason, COMPANY will return all full or partial copies of the product and all related material in COMPANY's possession or under its control to COMMUNITY MEMORY within ten days following the termination date, including any in-house copies COMPANY may have produced.

At the termination of this Agreement, COMPANY will be deemed to have assigned, transferred and conveyed back to COMMUNITY MEMORY all rights, equities, goodwill, titles or other rights in and to the product, as it was delivered by COMMUNITY MEMORY to COMPANY. Termination will not relieve COMPANY of the obligations it has under this Agreement including, without limitation, its obligations under paragraph 8.

If this License Agreement is terminated as a result of COMPANY's default, COMPANY will pay within three days all sums COMPANY contracted to pay under this License Agreement except for unearned per copy royalties.

13. NOTICES AND WRITTEN COMMUNICATIONS: All notices and requests in connection with this License Agreement will be in writing mailed to these addresses:

COMMUNITY MEMORY: 916 Parker Street Berkeley, California 94710	COMPANY: SYTEK, Incorporated 1153 Bordeaux Drive Sunnyvale, CA 94086

14. CONTROLLING LAW: This License Agreement shall be construed and controlled by the laws of the State of California. COMPANY consents to jurisdiction by the State and Federal courts sitting in the State of California.

15. MODIFICATION: This License Agreement constitutes the entire agreement between the parties with respect to the subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement of the same or subsequent date signed on behalf of COMPANY and COMMUNITY MEMORY by their respective duly authorized representatives.

16. ATTORNEY FEES: If either party employs attorneys to enforce any rights arising out of or related to this License Agreement, and if that party prevails, it shall be entitled to recover reasonable attorneys' fees.

17. BINDING EFFECT: Subject to the provisions of paragraphs 9 and 11, this License Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and assigns.

18. ADDENDA: The attached addenda A, B, C, D, E, and F are incorporated by reference as part of this Agreement, as though set forth in full.

The undersigned represent that they are authorized by their respective organizations to execute this agreement. All signed copies of this License Agreement shall be deemed originals.

THE COMMUNITY MEMORY PROJECT	COMPANY: SYTEK, INCORPORATED
BY: Efrem Lipkin	BY:
NAME Efrem Lipkin	NAME Jack Goldsmith
TITLE President	TITLE Vice President
DATED: Sept 9, 1981	DATED: 15 Sept 1981

ADDENDUM A

The X.Dot product consisting of programs:
- X.25 Network Interface Program
- X.Dot User Interface
- X.25 Network Emulator
- Provos Operating System

and documentation
- X.Dot User Interface Manual
- X.Dot Internal Documentation Manual
- Map from Telenet Documentation Service to X.Dot Code

The X.Dot product will perform and have features as specified in COMMUNITY MEMORY's X.Dot manuals dated June 1981 and will be usable with the Telenet and Tymnet X.25 packet switching networks as a DTE system.

The product will perform as stated above on the following hardware configurations:

1. Multibus Based.
   - M68000 OmniByte Processor
   - 86/16 Processor and Serial I/O

2. Q-Bus Based.
   - DEC LSI - 11/2 or LSI-11/23 Processor
   - NORTEC PCP-11E Serial I/O

ADDENDUM B

Company will pay COMMUNITY MEMORY an initial amount of ten thousand dollars ($10,000) upon receipt of the products as specified in Addendum A. This amount will be refunded to the Company if in 90 days after signing this agreement, the criteria of performance as specified below is not met. When the criteria of performance is satisfied, a second payment of twenty thousand ($20,000) will be made by Company to COMMUNITY MEMORY.
In addition, COMPANY will pay COMMUNITY MEMORY, for each full or partial copy of the product used, sold, or otherwise disposed of by COMPANY, the following sums (the "per unit royalty payment"):

Copy	Per Unit Royalty
2 through 10	$1,500
11 through 50	$750
51 through 100	$500
101 through 500	$250
501 through 1000	$100.
Additional copies	$25

Criteria of Performance

This criteria is satisfied when official TELENET certification is obtained for the software products specified in Addendum A executing on one of the Hardware configurations also specified in Addendum A. This certification shall be for DTE mode operation at both the Frame and Packet levels, LAPB link protocol.

COMPANY will make royalty payment on or before the 15th day of each month for each sale or other disposal of the product made during the previous month. Any amount not paid when due will be increased by a late charge of 6%. A service charge of 2% will be added for each month or fraction of a month any amount remains unpaid. Date of payment will be post office postmark date or, if not legibly postmarked, date of receipt.

ADDENDUM B (continued)

COMPANY will keep accurate books and records which contain all information necessary for an exact determination of all royalties due for all periods at its offices noted in Paragraph 13 of the License Agreement, which will be available for copying, audit and examination by any representative or auditor of COMMUNITY MEMORY during the term of this License Agreement and for a period of one year after termination. Any audit by COMMUNITY MEMORY will be for purposes of checking COMPANY's calculation of the royalties due under this License Agreement and COMPANY's compliance with the terms of this License Agreement.

ADDENDUM C

COMPANY will pay COMMUNITY MEMORY Two Thousand Dollars ($2000) in advance for published code and documentation-changes covering a one year period. If COMPANY is paying per unit royalties, one-half of COMPANY's royalty payments for that one year period will be credited against this charge.

ADDENDUM D
NON-DISCLOSURE AGREEMENT

The party signing agrees that it is receiving a copy of (COMPANY's trade name for licensed software) for use on a single system only, as designated on its registration card. The party agrees to fill out and mail in the registration card before making use of (COMPANY's trade name for licensed software). The party agrees that all copies will be strictly safeguarded against disclosure to or use by persons not authorized by (COMPANY) to use (COMPANY's trade name for licensed software), and that the location of all copies will be reported to (COMPANY) at (COMPANY)'s request. The party agrees that copying or unauthorized disclosure will cause great damage to (COMPANY) and others and this damage is far greater than the value of the copies involved. The party agrees that this agreement shall inure to the benefit of any third party holding any right, title or interest in the (COMPANY's trade name for licensed software) or any software from which it was derived.

_____
("PARTY")

ADDENDUM E
CONFIDENTIALITY OF PRICING

In return for the favorable price considerations granted to COMPANY by COMMUNITY MEMORY in the attached License Agreement, COMPANY agrees as follows:

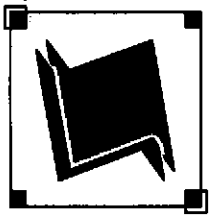
ONE: COMPANY will not disclose the contents of Exhibit "B" to any individual not employed by COMPANY or to any corporate or other business entity.

TWO: COMPANY will not disclose the contents of Exhibit "B" to any individual employed by COMPANY, with the exception of the person executing the attached License Agreement on COMPANY's behalf, that person's immediate superiors within COMPANY, and the COMPANY's directors.

ADDENDUM F

This License Agreement applies to the following machines produced by COMPANY:

All LocalNet (T.M. Sytek, Inc.) present and future products.



Community Memory

A public access information and resource exchange

May 30, 1990

Lee Felsenstein
Village Design
2617 San Pablo Ave.
Berkeley, CA 94702

Dear Lee,

This letter is to confirm our recent agreement regarding licensing of Community Memory software by Village Design for the "On-line Against AIDS" project. If this letter reflects your understanding of that agreement, please sign it and return a copy to me.

The Community Memory Project agrees to make binaries of the Community Memory software available to you for installation on a computer operated by Pandora Systems, and to assist as necessary in that installation. We also license Village Design to use our software on that machine for a period of three months from the date of this letter.

During the term of the license, Village Design is responsible for preventing copies of any part of the licensed software from passing to other organizations or individuals, or being used on other machines. The licensed software remains the sole property of The Community Memory Project. At the end of the license period, you agree to return or destroy all copies of the licensed software.

In return for the license, you agree to make a reasonable effort to integrate our software into the "On-line Against AIDS" network, to support that network, and to cooperate with us in publicizing The Community Memory Project's involvement in the network.

The Community Memory Project is licensing this software as is, and makes no warranties of any kind. Village Design waives its rights to recover any damages from The Community Memory Project, and indemnifies The Community Memory Project against any claim by third parties, in connection with use of the licensed software.

Sincerely,

Carl Farrington
President, The Community Memory Project

I agree that this letter accurately reflects our agreement.

Lee Felsenstein
Village Design

LICENSE AGREEMENT

THE COMMUNITY MEMORY PROJECT, a California non-profit corporation ("COMMUNITY MEMORY"), and PACIFIC SOFTWARE INCORPORATED, a California corporation also doing business as PACIFIC SOFTWARE MANUFACTURING COMPANY ("PACIFIC") agree as follows:

1. PRODUCT: COMMUNITY MEMORY grants and PACIFIC accepts a license to use, modify and sublicense within the United States, to manufacturers of communications equipment only, for use on any machine or operating system, during the term of this agreement, subject to the provisions of paragraphs 8 and 9, under PACIFIC's trademarks, the following:

(a) Source listing,
(b) Reference manuals,
(c) Source code on machine readable medium, and
(d) Object code generated from the source code, on machine readable medium,

for COMMUNITY MEMORY's products ("the product"), listed and with the features and specifications described in Addendum A. PACIFIC's license extends to and the term "the product" includes any changes to the product supplied by COMMUNITY MEMORY or made by PACIFIC or others in compliance with paragraph 3 of this License Agreement. Rights granted under this License Agreement are exclusive.

2. PRICE AND PAYMENT: PACIFIC agrees to pay royalty payments to COMMUNITY MEMORY as provided in Addendum B. The royalties are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or later imposed on the production, storage, licensing, sale, transportation, import, export or use of the product. Such charges will be paid by PACIFIC, or PACIFIC will provide an exemption certificate acceptable to COMMUNITY MEMORY and the applicable authority. However, COMMUNITY MEMORY will pay all taxes based on its net income.

3. MODIFICATIONS AND UPDATES: At no cost to PACIFIC, COMMUNITY MEMORY will supply to PACIFIC changes which correct known errors, and will provide necessary technical support to PACIFIC in making modifications in and maintaining the product in accordance with revisions of the specifications listed in Addendum A. COMMUNITY MEMORY will be presumed to have satisfied this obligation if the monies spent by COMMUNITY MEMORY in any quarter for support of the product equal or exceed the amount specified in Addendum E, and if COMMUNITY MEMORY makes its best efforts to spend these monies to correct known errors and maintain the

product in conformance to the then current specification.

4. NO WARRANTY: Except for the agreement in paragraph 3, COMMUNITY MEMORY MAKES NO WARRANTIES EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMMUNITY MEMORY shall have no liability with respect to its obligations under this agreement for any loss of profits, loss of use, interruption of business, compensatory, special incidental, indirect, consequential, or exemplary damages. COMMUNITY MEMORY's sole liability shall be limited to the amount of royalties paid. The product is licensed for commercial, and not consumer, use.

5. MUTUAL INDEMNITY: COMMUNITY MEMORY represents that it is entitled to make this License Agreement. COMMUNITY MEMORY has the sole right to defend any actions brought which claim that this license infringes any patent, trademark, or copyright. PACIFIC will notify COMMUNITY MEMORY promptly in writing of any such action. COMMUNITY MEMORY will pay any award against PACIFIC based on such infringement. PACIFIC agrees to indemnify and hold COMMUNITY MEMORY harmless from any and all claims by third parties arising out of claimed patent or copyright infringement on the part of PACIFIC hardware or PACIFIC software utilized with or in conjunction with the product, and from any other claim or action resulting from damages or alleged damages arising from PACIFIC's use of the product, or use of the product by PACIFIC's customers.

6. USE OF PRODUCT NAME AND TRADEMARK: COMMUNITY MEMORY grants PACIFIC a nonexclusive right to use the product trademark in association with the software and documentation referred to in paragraph 1, provided that all references to the product shall at least once in a prominent place in such reference clearly indicate that the product name is a trademark of "The Community Memory Project." All copies of the product shall carry the notice "Copyright © 1981 The Community Memory Project," or later copyright date as specified from time to time by COMMUNITY MEMORY.

7. CHANGES TO SOFTWARE BY PACIFIC: PACIFIC may from time to time make changes in the product and the related documentation, to adapt it to other hardware or software. Such changes do not in any way give rise to any proprietary rights of PACIFIC in the original code or documentation. Any changes in the product or the related documentation which PACIFIC makes are the property of COMMUNITY MEMORY. PACIFIC agrees that it will promptly advise COMMUNITY MEMORY in writing of all modifications to the product.

8. NONDISCLOSURE AGREEMENT: PACIFIC acknowledges that the product constitutes trade secrets and proprietary information of COMMUNITY MEMORY and disclosure of the

information will cause COMMUNITY MEMORY great injury. PACIFIC acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be sought by COMMUNITY MEMORY, in the event of a material breach by PACIFIC.

PACIFIC agrees at PACIFIC's sole expense to prevent any unauthorized disclosures of COMMUNITY MEMORY's trade secrets and proprietary information. PACIFIC agrees to keep the trade secrets and proprietary information under lock and key except when in actual use, and to limit disclosure to those employees of PACIFIC to whom such information is necessary for them to perform their function. PACIFIC agrees to obtain the written agreement of each of its customers to the Non-Disclosure Agreement attached as Addendum C, to obtain the written agreement of each of its employees to a similar non-disclosure agreement, and to take all other measures PACIFIC takes to protect its own trade secrets and proprietary information. PACIFIC's obligation under this paragraph shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

9. SUBLICENSE: PACIFIC may sublicense its rights under this License Agreement to its customers. COMMUNITY MEMORY must approve in writing each sublicense. In the event that this agreement shall be terminated or that PACIFIC shall discontinue its business for any reason, COMMUNITY MEMORY will provide to PACIFIC's sublicensees the same software support provided to PACIFIC in compliance with paragraph 3 of this License Agreement. PACIFIC shall promptly provide COMMUNITY MEMORY with a true copy of any sublicense when executed.

10. TERM OF AGREEMENT: This License Agreement is effective from the date signed, and continues in effect until 31 December, 1989. However, the agreement may be terminated at any time without cause by COMMUNITY MEMORY. This license shall become non-exclusive two months after written notice from COMMUNITY MEMORY to PACIFIC. Termination under this paragraph shall be effective six months following written notice from COMMUNITY MEMORY to PACIFIC SOFTWARE.

11. DEFAULT BY PACIFIC: COMMUNITY MEMORY may terminate this License Agreement by giving written notice within three days to PACIFIC: (a) if PACIFIC fails to perform or comply with this License Agreement or any of its provisions, including failure to promptly pay any amount due under the provisions of paragraph 2; or (b) if PACIFIC fails to strictly comply with the provisions of paragraph 8. Termination under clause (a) will be effective thirty days following COMMUNITY MEMORY's written notice to PACIFIC, if the occurence giving rise to the right of termination has not been cured;

termination under clause (b) will be effective as of the day notice is given.

This License Agreement shall immediately terminate upon occurence of any of the following: (a) if PACIFIC becomes insolvent or admits in writing its inability to pay its debts as they mature; or makes an assignment for the benefit of creditors; (b) if a petition under any foreign or domestic bankruptcy act is filed by PACIFIC; (c) if such a petition is filed by any third party or an application for a receiver of PACIFIC is made by anyone and such petition or application is not resolved favorably to PACIFIC within sixty days.

In the event of termination of this Agreement due to default by PACIFIC, all copies of the product and all related materials in the possession or under the control of PACIFIC shall be promptly impounded by PACIFIC or the receiver and safeguarded from disclosure to unauthorized persons. PACIFIC or the receiver will then promptly notify COMMUNITY MEMORY. COMMUNITY MEMORY shall have the right to enter PACIFIC's premises and remove the licensed product.

The rights and remedies of COMMUNITY MEMORY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

12. OBLIGATIONS UPON TERMINATION: If this License Agreement is terminated for any reason, PACIFIC will return all full or partial copies of the product and all related material in PACIFIC's possession or under its control to COMMUNITY MEMORY within ten days following the termination date, including any in-house copies PACIFIC may have produced.

At the termination of this Agreement, PACIFIC will be deemed to have assigned, transferred and conveyed back to COMMUNITY MEMORY all rights to the product, as it was delivered by COMMUNITY MEMORY to PACIFIC. Termination will not relieve PACIFIC of the obligations it has under this Agreement including, without limitation, its obligations under paragraph 8.

Notwithstanding termination of this License Agreement between COMMUNITY MEMORY and PACIFIC, those sub-licenses entered into between PACIFIC and third parties prior to the event terminating this License Agreement shall remain in effect.

If this License Agreement is terminated as a result of PACIFIC's default, PACIFIC will pay within three days all sums PACIFIC contracted to pay under this License Agreement except for unearned per copy royalties.

13. NOTICES AND WRITTEN COMMUNICATIONS: All notices and requests in connection with this License Agreement will be in writing mailed to these addresses:

PACIFIC SOFTWARE MFG. CO.	THE COMMUNITY MEMORY PROJECT
2608 Eighth Street	916 Parker Street
Berkeley, California 94710	Berkeley, California 94710

14. CONTROLLING LAW: This License Agreement shall be construed and controlled by the laws of the State of California. PACIFIC consents to jurisdiction by the State and Federal courts sitting in the State of California.

15. MODIFICATION: This License Agreement supercedes all previous agreements between the parties with respect to the subject matter. It shall not be modified except by a written agreement of the same or subsequent date signed on behalf of PACIFIC and COMMUNITY MEMORY by their respective duly authorized representatives. All business commenced under any previous agreement shall continue under the provisions of this agreement.

16. ATTORNEY FEES: If either party employs attorneys to enforce any rights arising out of or related to this License Agreement, and if that party prevails, it shall be entitled to recover reasonable attorneys' fees and costs of suit.

17. BINDING EFFECT: This License Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and assigns.

18. ADDENDA: The attached addenda A, B, C, D and E are incorporated by reference as part of this Agreement, as though set forth in full.

The undersigned represent that they are authorized by their respective organizations to execute this agreement. All signed copies of this License Agreement shall be deemed originals.

THE COMMUNITY MEMORY PROJECT	PACIFIC SOFTWARE MFG. CO.
Marcy Darnovsky	Joaquin Miller
Marcy Darnovsky Treasurer	Joaquin Miller Vice President
20 July 1983	20 July 1983

ADDENDUM A
PRODUCTS

Provos
X.Dot, implementing the X.25 specification of the CCITT
AllTerm
C++
xlink, xgather, xscatter
B++

ADDENDUM B

ROYALTY

PACIFIC will pay COMMUNITY MEMORY fifty percent of PACIFIC's gross receipts from its customers for the licensed products for all licenses executed prior to 13 July 1983, and twenty-five percent of PACIFIC's gross receipts for all licenses executed on 13 July 1983 or thereafter ("royalty payment").

PACIFIC will make the royalty payment within ten days after date of receipt of payment by PACIFIC (the "due date"). Any amont not paid by the due date will be increased by a charge of 6% to cover the cost of handling late payments. A service charge of 2% will be added for each month or fraction of a month any amount remains unpaid after the due date, to cover the cost of carrying the account. For purposes of determining the due date, the date of payment receipt by PACIFIC will be considered the earlier of the post office post mark date or the date of receipt by PACIFIC.

PACIFIC will keep accurte books and records which contain all information necessary for an exact determination of all royalties due for all periods at its offices noted in paragraph 13 of the License Agreement. These books and records will be available during normal working hours for coping, audit and examination by COMMUNITY MEMORY or its agents during the term of this License Agreement and for a period of one year after termination. Any audit by COMMUNITY MEMORY will be for purposes of checking PACIFIC's calculation of the royalties due under this License Agreement and PACIFIC'S compliance with the terms of this License Agreement.

Failure by COMMUNITY MEMORY to exercise its right of audit within one year after the end of the period for which PACIFIC has made royalty payments shall be a waiver by COMMUNITY MEMORY of the right to audit that period, and shall constitute an acceptance by COMMUNTIY MEMORY of PACIFIC's royalty payment as being full satisfaction of that royalty payment.

ADDENDUM C

NON-DISCLOSURE AGREEMENT

COMPANY acknowledges that the product constitutes trade secrets and proprietary information of PACIFIC SOFTWARE and others, and disclosure of the information will cause PACIFIC SOFTWARE great injury. COMPANY acknowledges that protection of software and related documentation is an extremely difficult problem and that injunctive relief aimed at protection of trade secrets may be PACIFIC SOFTWARE's only remedy, in the event of a material breach by COMPANY.

COMPANY agrees at COMPANY's sole expense to prevent any unauthorized disclosures of PACIFIC SOFTWARE's trade secrets and proprietary information. COMPANY agrees to keep the trade secrets and proprietary information under lock and key security except when in actual use, to limit disclosure to those employees of COMPANY to whom such information is necessary for them to perform their function, and to take all other measures COMPANY takes to protect its own trade secrets and proprietary information.

COMPANY will market the product only in object form and only to purchasers of COMPANY's computer system products. COMPANY will not copy the product in source form in any medium except for COMPANY's own internal use. All such copies will be plainly marked to indicate they contain confidential and proprietary information. COMPANY will not disclose source code to others.

COMPANY agrees to obtain the written agreement of each of its customers to the Non-Disclosure Agreement below; provided, a) if the product is part of a computer system manufactured by COMPANY which is not programmable by its customers, and b) if the product is stored only in a memory not ordinarily accessable to the customers, and c) the customers sign COMPANY's standard contract containing non-disclosure provisions, then COMPANY need not obtain written agreement to the Non-Disclosure Agreement below:

> "The party signing agrees that it is receiving a copy of {COMPANY's trade name for licensed software} for use on a single system only, as designated on its registration card. The party agrees to fill out and mail in the registration card before making use of {COMPANY's trade name for licensed software}. The party agrees that all copies will be strictly safeguarded against disclosure to or use by persons not authorized by {COMPANY} to use {COMPANY's name for licensed software}, and that the location of all copies will be reported to {COMPANY} at

{COMPANY}'s request. The party agrees that copying or unauthorized disclosure will cause great damage to {COMPANY} and others and this damage is far greater than the value of the copies involved. The party agrees that this agreement shall inure to the benefit of any third party holding any right, title or interest in the {COMPANY's trade name for licensed software} or any software from which it was derived."

COMPANY's obligation shall survive any termination or expiration of this License Agreement and shall extend to the earlier of such time as the information protected is in the public domain, or ten years following termination or expiration of this License Agreement.

ADDENDUM D

CONFIDENTIALITY OF PRICING

ONE: PACIFIC will not disclose the contents of ADDENDUM B to any individual not employed by PACIFIC or to any corporate or other business entity.

TWO: PACIFIC will not disclose the contents of ADDENDUM B to any individual employed by PACIFIC, with the exception of the person executing the attached License Agreement on PACIFIC's behalf, that person's immediate superiors within PACIFIC, employees who need to know within the scope of their employment, and PACIFIC's lawyers and directors.

ADDENDUM E

MAXIMUM SUPPORT COMMITMENTS

Quarter	Percentage of the preceding quarter's royalty payment for the product
3rd Quarter 1983	22%
4th Quarter 1983	22%
1st Quarter 1984	22%
2nd Quarter 1984	19%
3rd Quarter 1984	16%
4th Quarter 1984	13%
1st Quarter 1985	10%
each quarter thereafter	10%

8 April 1984

Tom Athanasiou
The Community Memory Project
916 Parker Street
Berkeley, California

Dear Tom:

I am writing at your request to expand on my letter to Community Memory of 5 April.

In that letter, Pacific accepted unconditionally the proposal made in your memo of 4 April.

We also responded to your request that we propose an alternative method for determining the royalty payment from Adax to Pacific. The method we proposed was intended to accomplish three goals, stated in the letter.

I will expand on these goals, giving examples. I will use the figure $250 for the historical royalty charged by pacific over the last year on licenses with an initial royalty of $45,000 orless [Pmed], as this is the current figure. For clarity, I will refer to the royalty charged by Adax to its customers as "Adax' price", the median royalty charged by Pacific to its customers as "Pacific's charge", and the royalty paid by Adax to Pacific as "the royalty". To use Adax' terminology:

Psale	Adax' price
Pmed	Pacific's charge
y	the royalty

The three goals mentioned in my letter are:

"o Adax will pay a royalty based on a discount off the royalty charged by Pacific to its direct sublicensees."

In the method proposed by Adax the royalty was dependent on Adax' price over most of the range of prices.

Adax' Method

Adax Price	Calculation Used	Royalty to Pacific
$80	0.5 * Psale	$40
400	0.5 * (Psale-Pmed)	75
650	0.5 * (Psale-Pmed)	250

On the other hand, in the method proposed by Pacific the royalty was determined by Pacific's charge over most of the range of prices.

Pacific's Method

Adax Price	Calculation Used	Royalty to Pacific
$80	0.8 * Pmed	$200
400	0.8 * Pmed	200
650	0.8 * Pmed	200

"o If Adax makes a large markup, it will pay a share of this to Pacific."

This refers to the term 0.5 * (Psale-Pmed), which was originally proposed by Adax. I trust it requires no further explanation. Please let me know if I am wrong.

Either Method

Adax Price	Calculation Used	Royalty to Pacific
$750	0.5 * (Psale-Pmed)	$250

"o Adax will pay no less that it would for licenses on its own hardware."

In the Adax proposal the royalty was at most half of Adax' price. For prices below $100, the royalty would be less that $50.

Adax' Method

Adax Price	Calculation Used	Royalty to Pacific
$50	0.5 * Psale	$25
$90	0.5 * Psale	$45

On the other hand, in the Pacific proposal, the Adax royalty is always at least $50.

I hope you will agree that the three goals are reasonable and that the method proposed meets the goals.

I understand that our proposal generated substantial controversy.

I note that the second goal conforms to the method proposed by Adax. The third goal would not seem to be controversial. I will assume that it is the first goal which is the source of the controversy.

Let me discuss further the first goal. It has to do with our "wish to protect our interests by insuring that we will receive reasonable revenues from all our sublicensees, including Adax", as explained in my letter of 5 April which proposed the method.

If Adax pays a royalty based on Adax' price, then Pacific has no assurance of reasonable revenues from those users of X.Dot who obtain licenses by sublicensing from Adax. Pacific's revenues are determined entirely by Adax as Adax sets its price.

On the other hand, if Adax pays "a royalty based on a discount off the royalty charged by Pacific to its direct sublicensees", then Pacific is assured of reasonable revenues from all users of X.Dot obtaining licenses through Pacific. Pacific's revenues are determined by the average of Pacific's charge.

If this is not clear, please refer to the next paragraphs and the two charts included with them.

The method proposed by Adax set a ceiling on the royalty calculated as half of Adax' price. The other two figures came into play only to reduce the royalty. (By "other two figures" I mean fifty dollars [$50.00] and half the excess of Adax' price over Pacific's charge [0.5*(Psale-Pmed)].)

Fifty dollars came into play only through a small range of Adax prices.

After that, the difference between Adax' price and Pacific's charge determined the royalty, which asymptotically approached the royalty based purely on Adax' price. Since the Pacific charge is an average over time and changes only slowly, Adax' price again determined the royalty.

Adax' Method

Adax Price	Calculation Used	Royalty to Pacific
$1 to 100	0.5 * Psale	$0.50 to 50.00
101 to 350	$50.00	50.00
351 up	0.5 * (Psale-Pmed)	50.50 up

On the other hand, in the method proposed by Pacific, the royalty is strongly determined by Pacific's charge until Adax' price reaches $650.

After that, the difference between Adax' price and Pacific's charge comes into play to increase the royalty. (Note that in Adax's formula this term come into play only to reduce the royalty.)

Pacific's Method

Adax Price	Calculation Used	Royalty to Pacific
$1 to 650	0.8 * Pmed	$200.00
651 up	0.5 * (Psale-Pmed)	$200.50 up

Although I have not seen a copy, I understand that you have written me a letter which says that Adax has agreed to your proposal of 4 April, with some clarification. I am informed that this letter also says that Community Memory and Adax have agreed to the method of determining the royalty which was proposed by Pacific, with one change: that the factor used to determine the royalty based on Pacific's median charge be 0.5 instead of 0.8.

I will explain why I think the figure of 0.8 is logical and fair.

Pacific offers prospects a source code license for an initial royalty payment of $40,000, plus an optional porting fee of at least $5,000. We are currently asking a per unit royalty on X.Dot: for Unix of $333.

Adax offers prospects object code licenses with no initial royalty payment, and a porting fee of $8000. I understood you to say that Adax is asking a per unit royalty of $450 on quantity sales.

The cost to the prospect consists of three elements: The intital royalty payment and porting fee, the opportunity cost of the capital for the initial payments, and the total of the per unit royalties. (I will assume an opportunity cost of capital of 10%)

Consider the total cost per unit to the prospect for these two options, as it varies with the number of units expected to be shipped over the first year (assuming six months before the first shipment):

	100 Units	200 Units	400 Units
from Pacific	$851	$592	$462
from Axax	542	496	473

It is therefore very attractive for low volume users, or those uncertain of their volume, to purchase objects from Adax.

Adax' revenue would be the $8000 porting fee plus the per unit of royalty of $450 minus a $200 payment to Pacific, or a net of $250 per unit.

This would produce total net revenues to Adax of:

100 Units	200 Units	400 Units
$53,000	$98,000	$188,000

These revenues would appear to afford ample opportunity for Adax to turn a profit.

If this was a sale that Pacific would otherwise have made, Pacific's revenues would be reduced by:

100 Units	200 Units	400 Units
$58,000	$71,000	$98,000

You will see that by granting the license to sell object code not with Adax hardware, Pacific is forgoing substantial revenues.

I hope this example will help you to see why I consider the figure of 0.8 of Pacific's charge to be fair to Adax.

Consider another example. Pacific reduces its asking price to $250 per unit. Adax's price is $325 per unit.

Prospect's cost per unit:

	100 Units	200 Units	400 Units
from Pacific	$768	$509	$379
from Adax	417	371	348

Here the prospect has a very strong incentive to do business with Adax.

Adax revenue:

100 Units	200 Units	400 Units
$20,500	$33,000	$58,000

Pacific loss of revenue:

100 Units	200 Units	400 Units
$50,000	$55,000	$65,000

I hope this example will help you to see why I consider the figure of 0.8 of Pacific's charge to be fair to Pacific.

To determine whether a different figure, such as 0.5 would be fair to Pacific, the first step would be to recalculate these examples using that figure.

The first example:

	100 Units	200 Units	400 Units
from Pacific	$851	$592	$462
from Adax	542	496	348

Adax revenue:

100 Units	200 Units	400 Units
$40,500	$73,000	$138,000

Pacific loss of revenue:

100 Units	200 Units	400 Units
$57,500	$70,000	$95,000

The second example:

Pacific price $250 per unit. Adax price $325 per unit.

Customer's cost per unit:

	100 Units	200 Units	400 Units
from Pacific	$768	$509	$379
from Axax	417	371	273

Adax revenue:

100 Units	200 Units	400 Units
$28,000	$48,000	$88,000

Pacific loss of revenue:

100 Units	200 Units	400 Units
$57,500	$70,000	$95,000

Or, a variation on that example:

Pacific price $250 per unit. Adax price $425 per unit for the first 100 then $325 per unit.

Customer's cost per unit:

	100 Units	200 Units	400 Units
from Pacific	$768	$509	$379
from Axax	517	421	298

Adax revenue:

100 Units	200 Units	400 Units
$38,000	$58,000	$98,000

Pacific loss of revenue:

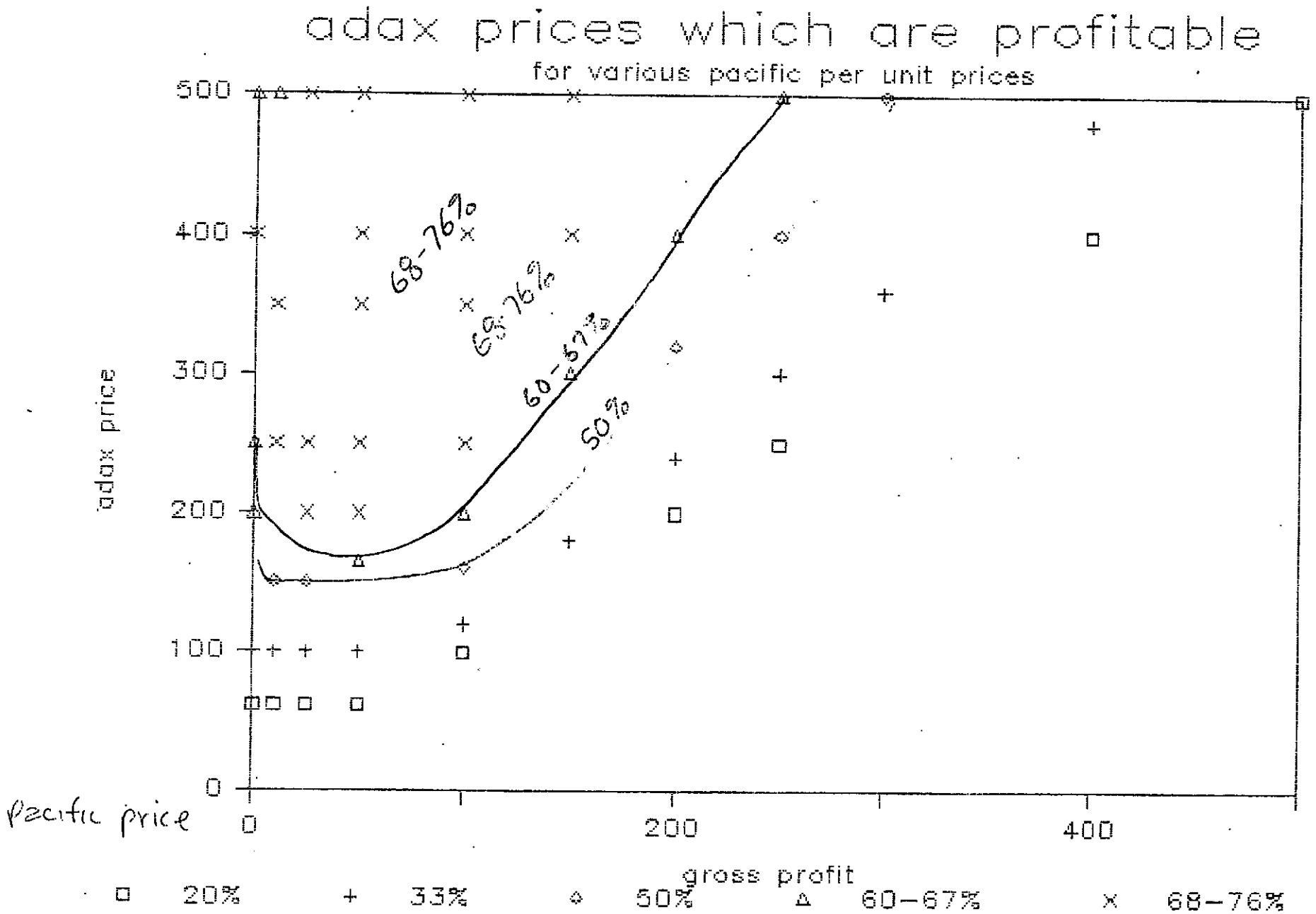
100 Units	200 Units	400 Units
$57,500	$70,000	$95,000

I hope this letter has provided you with the information you need.

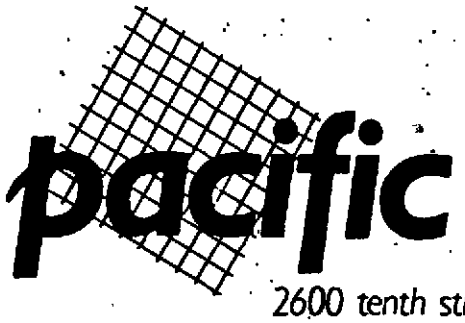
Cordially,

Joaquin Miller

cc: Susan Blumstein
Dick Grey



Pacific price



software manufacturing company

2600 tenth street · berkeley, california 94710 (415) 540-0616

6 September, 1983

Judith L. Estrin
Vice President, Engineering
Bridge Communications, Inc.
10440 Bubb Road
Cupertino, CA 95014

Dear Judy:

This letter is to serve as a basis of understanding as to the amendment of the license agreement between Pacific Software Manufacturing Company and Bridge Communications, Inc.

Bridge is currently licensed by Pacific Software to sublicense object code copies of the X.Dot package to Bridge's customers. Bridge has ported X.Dot to run on Bridge's own kernel and no longer makes use of Provos. Bridge now wishes to sublicense source code for the X.Dot portion of the package only to its customers, only for use on Bridge hardware. Bridge and Pacific Software believe that there is significant economic advantage to both in amending the license agreement between Bridge and Pacific Software to permit this.

Before negotiating the inital source code sublicense, Bridge will provide to Pacific Software a specimen copy of the source code sublicense which Bridge intends to utilize. That sublicense will contain non-disclosure provisions which will include the following:

> "{Bridge's sublicensee} acknowledges that the product contains trade secrets and proprietary information, and disclosure of that information will cause great injury. {Bridge's sublicensee} acknowledges that protection of software and related documentation is an extremely difficult problem and agrees that injunctive relief aimed at protection of trade secrets may be sought in the event of a material breach by {Bridge's sublicensee}. {Bridge's sublicensee} agrees at {Bridge's sublicensee}'s sole expense to prevent any unauthorized disclosures of the trade secrets and proprietary information. {Bridge's sublicensee} agrees to keep such information under lock and key security except when in actual use, and to limit

line omitted accidentally

disclosure to those employees to whom such information {Bridge's sublicensee} agrees to obtain the written agreement of these employees to a non-disclosure agreement, and to take all other measures {Bridge's sublicensee} takes to protect its own trade secrets and proprietary information."

Upon approval by Pacific Software of the form of that source code sublicense, Bridge will negotiate sublicenses with its customers. If the negotiations result in substantial changes from the approved form of sublicense, Bridge will submit the sublicense to Pacific Software before execution for approval by Pacific Software.

For each sublicense of X.Dot source code, Bridge will pay to Pacific Software an initial royalty payment of $10,000 upon execution of the license agreement between Bridge and Bridge's customer. Each object code copy of X.Dot used under the sublicense will be treated as a Bridge copy for purposes of computing per unit royalties in accordance with section 2 of the existing license agreement between Pacific Software and Bridge dated 30 July, 1982.

Bridge will continue to be solely responsible for support of its customers' use of X.Dot, including support for those customers who sublicense X.Dot source code from Bridge.

The third and fourth paragraphs of section 8 of the existing license agreement between Pacific Software and Bridge dated 30 July, 1982 are no longer in effect. All remaining provisions of that section and all remaining sections of that license agreement are not affected and shall govern the sublicensing of X.Dot source code by Bridge which is the subject matter of this letter. All business commenced under the existing license agreement of 30 July, 1982 shall continue.

If the above terms and conditions are acceptable to you, please sign and return a copy of this letter.

Cordially,

Joaquin Miller
Vice President

Accepted:

Judith L. Estrin
Vice President, Engineering
Bridge Communications, Inc.
Date:

(1) VAULTED copies, of course

(2) ACCESS ONLY ON ADAX property OR IN presence of ADAX representative

(3) ACCESS LIKE Bridge TO SOURCE CODE RELATED STRICTLY TO ADAX HARDWARE

-10,000.00

---

2 + 3 ABOVE ARE THE SAME AS TO RESTRICTIONS PACIFIC PUTS ON itself.

IN CASE (3) ABOVE, WHAT WOULD BE TO ROYALTY RATE TO CM? TO CM! (ADAX HARDWARE ONLY)

READ ONLY ACCESS? SOMETHING ELSE LIKE IT?

13 July, 1984

Amendment Number One to License Agreement

This Amendment Nunber One is made as of July 13, 1984 to the X.Dot License Agreement between ADAX and Community Memory entered into July 2, 1984.

In consideration of the mutual promises made by the parties, the parties agree as follows:

1. The following section is added to the agreements:

"21. Pacific Software Cross License

Community Memory acknowledges that ADAX has entered into a Cross License Agreement with Pacific Software, Inc., a copy of which is attached to this amendment.

In the event that Pacific Software, Inc. cannot fulfill its obligations under the Cross License Agreement, ADAX's ability to deliver X.Dot and X.Dot related products will be severely impaired.

As an inducement for ADAX to enter into the agreement, in the case where Pacific Software, Inc. or its assignees, fail to perform the terms of the Cross License Agreement, upon ~~notice by ADAX~~, Community Memory shall have automatically granted a Limited Source Code Reference License to ADAX on the same terms as the Cross License Agreement with Pacific Software, Inc. granting rights to the same software products."

2. Except as amended by this Amendment Number One, the agreement shall remain in full force and effect.

TERMINATION of SAID AGREEMENT

In witness whereof, the undersigned have executed this amendment as of the date set forth above.

ADAX, Inc.	Community Memory Project
By:	By:
Barry Zuckerman, President	Title:
Date:	Date:

ADAX, Morning Sunset

2 August 1983

Joaquin Miller, Vice President
Pacific Software

Dear Joaquin:

This letter is to serve as a basis of understanding as to the business agreements and arrangements between Pacific Software, Incorporated and ADAX Incorporated.

ADAX and PACIFIC believe that there is significant economic benefit to both in jointly pursuing the marketing of software and hardware directed at the communications market and the packet switching market in particular. Both ADAX and PACIFIC have communications software and/or hardware products which they believe may be more successfully marketed jointly. PACIFIC's primary interest is in the development and marketing of software products. ADAX's primary interest is in the development and marketing of software and hardware products.

It is acknowledged that ADAX has already developed its own independent version of X.25 software which it will not market in source code form at this time.

It is the intent of the companies to jointly develop their businesses. PACIFIC will work on the development of communications software and hardware products. And, ADAX will work on the development of communications software and hardware products. They will also work together on the development of communications software products.

In all cases considered below, the license to sublicense shall be restricted such that any company which purchases a license from PACIFIC or ADAX must use the software only on machines of their own manufacture and may not specifically sublicense to others. Either company has the right to review a license to sublicense when sold by the other company.

To allow the companies to proceed in a coordinated and orderly manner, the following has been agreed:

1. PACIFIC will grant to ADAX a non-exclusive, non-transferable license to sublicense the use of binary copies of PACIFIC's X.25 program. The terms and conditions of this agreement shall be identical to the most favored terms granted by PACIFIC to any other manufacturer. Fees under this license shall be:

Documentation and Listings -	$100 (a one time charge)
Initial License Payment -	$100 (a one time charge)
Ongoing License Payment -	$100 per use for the first 1000, then $50 per use

2. PACIFIC will grant to ADAX and ADAX will grant to PACIFIC a license to sublicense the use of binary copies of UNIX to X.25 Interface source code software combined with the X.25 source code software. This license to sublicense shall be exclusive and non-transferable. Revenue sharing under this license for the combined product shall be:

Documentation and Listings - $100 (a one time charge)
Initial License Payment - $100 (a one time charge)
Ongoing License Payment -
PACIFIC shall pay ADAX $50 for each copy sold by PACIFIC
ADAX shall pay PACIFIC $100 for each copy sold by ADAX

3. PACIFIC will grant to ADAX and ADAX will grant to PACIFIC a license to sublicense the use of UNIX to X.25 Interface source code software combined with the X.25 source code software. Revenue sharing under this license for the combined product shall be:

Documentation and Listings - $100 (a one time charge)
Initial License Payment - $100 (a one time charge)
Ongoing License Payment -
PACIFIC shall receive 66.7%, and
ADAX shall receive 33.3%
of the proceeds of each sublicense sold.

4. PACIFIC will grant to ADAX and ADAX will grant to PACIFIC a license to sublicense the use of binary copies of X.3/X.28/X.29 PAD source code software combined with the X.25 source code software. This license to sublicense shall be exclusive and non-transferable. Revenue sharing under this license for the combined product shall be:

Documentation and Listings - $100 (a one time charge)
Initial License Payment - $100 (a one time charge)
Ongoing License Payment -
PACIFIC shall pay ADAX $50 for each copy sold by PACIFIC
ADAX shall pay PACIFIC $100 for each copy sold by ADAX

5. PACIFIC will grant to ADAX and ADAX will grant to PACIFIC a license to sublicense the use of X.3/X.28/X.29 PAD source code software combined with the X.25 source code software. Revenue sharing under this license for the combined product shall be:

Documentation and Listings - $100 (a one time charge)
Initial License Payment - $100 (a one time charge)
Ongoing License Payment -
PACIFIC shall receive 66.6%, and
ADAX shall receive 33.3%
of the proceeds of each sublicense sold.

6. In all cases considered in this letter, the license to sublicense shall be restricted such that any sublicensee

of source code software from PACIFIC or ADAX will be licensed only to use the source code software to generate binary code for use on systems of its own manufacture and specifically may not sublicense this right to others nor transfer the sublicense.

7. ADAX will support customers of the UNIX Interface/X.25 and PAD/X.25 products. This support will include phone coverage during business hours for technical consulting and problem reporting Problems indentified in the X.25 portion of the product will be reported to PACIFIC and corrected by PACIFIC software personnel.

8. ADAX will appoint PACIFIC as a sales representative for the X.25, UNIX Interface, and PAD software products. This appointment will be exclusive for source code sales only, and will not prohibit ADAX from marketing ADAX hardware and software directly. PACIFIC will receive a commission of 10% of net sales of all ADAX hardware and combined hardware and software products sold by PACIFIC. This appointment will not prohibit ADAX from marketing ADAX hardware and software directly. Earned commissions are to paid monthly, thirty days after the end of each month on revenues actually received by ADAX. Either party may cancel the sales representative agreement upon 60 days written notice.

9. ADAX and PACIFIC will establish sales goals for the source code products X.25, UNIX Interface, and PAD. ADAX and PACIFIC will ninety days in advance of the period for which sales goals are being established and not less often than annually, mutually negotiate sales goals for X.25, UNIX Interface, and PAD source code sales.

PACIFIC agrees to use its best efforts to accomplish those goals. The initial goals are as follows: one sale in the third quarter of 1983, three sales in the fourth quarter of 1983, and four sales in each of the first and second quarters of 1984. In no subsequent quarter shall the goal be less than two sales per quarter unless agreed in writing by ADAX and PACIFIC.

In the event that the goals are not met, ADAX may terminate immediately the sales representative appointment of section (8) and revenue sharing on ADAX hardware products, and invoke new license payments giving ten days written notice to PACIFIC. Effective with the date of actual termination under this section (9), new ongoing license payments for the license to sublicense the use of binary and source code software products are to take effect as follows:

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 35%, and

ADAX shall receive 65%
of the proceeds of each sublicense sold by ADAX.

UNIX Interface and X.25 source code:
Ongoing License Payment -
PACIFIC shall receive 35%, and
ADAX shall receive 65%
of the proceeds of each sublicense sold by ADAX.

X.25 source:
Ongoing License Payment -
PACIFIC shall receive 35%, and
ADAX shall receive 65%
of the proceeds of each sublicense sold by ADAX.

PAD and X.25 binary:
Ongoing License Payment -
PACIFIC shall receive 65%, and
ADAX shall receive 35%
of the proceeds o each sublicense sold by PACIFIC

UNIX Interface and X.25 binary:
Ongoing License Payment -
PACIFIC shall receive 65%, and
ADAX shall receive 35%
of the proceeds of each sublicense sold by PACIFIC.

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 65%, and
ADAX shall receive 35%
of the proceeds of each sublicense sold by PACIFIC.

UNIX Interface and X.25 source code:
Ongoing License Payment -
PACIFIC shall receive 65%, and
ADAX shall receive 35%
of the proceeds of each sublicense sold by PACIFIC.

1Ø. ADAX and PACIFIC will jointly plan and market their communications software and hardware products.

a. To do this will result in the free exchange of proprietary information and trade secrets pertaining to the products and operations of the companies. Each company agrees that any confidential information or trade secrets of the other company which come into its possession shall be treated as confidential, diligently guarded, not disclosed without prior written approval and promptly returned upon termination of the joint venture agreement.

b. ADAX will pay to PACIFIC a proportion of net sales on revenues received by ADAX on communications hardware sales using PACIFIC's X.25 software excluding those

sales on which PACIFIC received a sales commission under section (8). This payment shall be 15% and payable quarterly on revenues actually received.

c. PACIFIC will pay to ADAX a proportion of net sales on revenues received by PACIFIC on X.25 software sales excluding those sales including ADAX products UNIX Interface, and PAD. This share of revenue shall be 15% payable quarterly on revenues actually received

d. The joint venture may be terminated by either party upon 180 days written notice. In the event of termination the following changes to the relationship and license agreements shall take effect:

(1) Within 30 days of termination of the agreement all material in the possession of either company which contain proprietary information and trade secrets of the other company will be returned, except material provided under the licenses outlined in sections (1), (2), (3), (4), and (5).

(2) All knowledge of the trade secrets or proprietary information of one company by the other will treated as confidential and not disclosed for a period of 7 years after date of actual termination.

(3) If the joint venture is terminated by either company, ADAX may use its own X.25 product without royalty payments to PACIFIC.

(4) ADAX may terminate revenue sharing on hardware sales if agreement is terminated by either party.

(5) If the joint venture is terminated by ADAX (except by non-performance of sales as in section (9)), effective with the date of the actual termination, new ongoing license payments for the license to sublicense the use of binary copies on individual CPU's of the software take effect as follows:

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 40%, and
ADAX shall receive 60%
of the proceeds of each sublicense sold by ADAX.

UNIX Interface and X.25 source code:
Ongoing License Payment -
PACIFIC shall receive 40%, and
ADAX shall receive 60%
of the proceeds of each sublicense sold by ADAX.

X.25 source:

Ongoing License Payment -
PACIFIC shall receive 40%, and
ADAX shall receive 60%
of the proceeds of each sublicense sold by ADAX.

PAD and X.25 binary:
Ongoing License Payment -
PACIFIC shall receive 70%, and
ADAX shall receive 30%
of the proceeds of each sublicense sold by PACIFIC.

UNIX Interface and X.25 binary:
Ongoing License Payment -
PACIFIC shall receive 70%, and
ADAX shall receive 30%
of the proceeds of each sublicense sold by PACIFIC.

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 70%, and
ADAX shall receive 30%
of the proceeds of each sublicense sold by PACIFIC.

UNIX Interface and X.25 source code:
Ongoing License Payment -
PACIFIC shall receive 70%, and
ADAX shall receive 30%
of the proceeds of each sublicense sold by PACIFIC.

(5) If the joint venture is terminated by PACIFIC, effective with the date of actual termination, new ongoing license payments for the license to sublicense take effect as follows:

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 30%, and
ADAX shall receive 70%
of the proceeds of each sublicense sold by ADAX.

UNIX Interface and X.25 source code
Ongoing License Payment -
PACIFIC shall receive 30%, and
ADAX shall receive 70%
of the proceeds of each sublicense sold by ADAX.

X.25 source:
Ongoing License Payment -
PACIFIC shall receive 30%, and
ADAX shall receive 70%
of the proceeds of each sublicense sold by ADAX.

PAD and X.25 binary:
Ongoing License Payment -

PACIFIC shall receive 60%, and
ADAX shall receive 40%
of the proceeds of each sublicense sold by PACIFIC.

UNIX Interface and X.25 binary:
Ongoing License Payment -
PACIFIC shall receive 60%, and
ADAX shall receive 40%
of the proceeds of each sublicense sold by PACIFIC.

PAD and X.25 source:
Ongoing License Payment -
PACIFIC shall receive 60%, and
ADAX shall receive 40%
of the proceeds of each sublicense sold by PACIFIC.

UNIX Interface and X.25 source code:
Ongoing License Payment -
PACIFIC shall receive 60%, and
ADAX shall receive 40%
of the proceeds of each sublicense sold by PACIFIC.

(6) Either company may terminate any license entered into between the companies as follows:

(a) By licensee, by discontinuing marketing in the X.25 market for a period of two years from date of written notice of intent to discontinue.

(b) By licensee, by demonstrating to the licensor a software program which the licensee intends to substitute for the licensed program and which utilizes a different source code, and continuing to pay the agreed license payment to the licensor for a period of two years notwithstanding that the basis for license payments would then be the new software program. The X.25 code of ADAX is exempt in the event of termination.

(c) By licensor, upon failure of the licensee to make payments when due and again following thirty days written notice of failure.

(d) By either company by giving written notice 180 days in advance of the actual effective date of termination.

11. ADAX and PACIFIC will not assign, sell or otherwise transfer their control of the subject matter of this letter under their individual control unless agreed in writing by both companies.

12. Both ADAX and PACIFIC agree that they will cooperate in making available all information necessary to enforcing the terms of this letter, to maintain accurate

records, to exchange customer information and to support their respective products, except that ADAX will not be held responsible for maintaining compatibility of the UNIX Interface or PAD code with the current shipped version of PACIFIC's X.25 code.

13. The Community Memory Project a California non-profit corporation, in the event that PACIFIC for any reason is unable to or fails to promptly provide source code to ADAX as agreed, will grant to ADAX a license to market and sublicense Community Memory's X.Dot communications software products on the same terms as have been granted to PACIFIC.

14. ADAX will grant The Community Memory Project a royalty-free license to use the UNIX Interface and PAD code developed by ADAX, and to sublicense them in binary form but only as part of the Community Memory public access information system.

15. If any part of the agreement is made void or unenforcable for legal or other reasons, the remainder of the agreement shall remain in force.

If I have correctly stated our business agreements and arrangements, please sign and return a copy of this letter.

Cordially,

Barry Zuckerman
President
ADAX, Incorporated

Accepted:

Joaquin Miller
Vice President
Pacific Software, Incorporated

We have review the provisions of this agreement and agree to be bound by its provisions insofar as they pertain to or involve The Community Memory Project a California non-profit corporation.

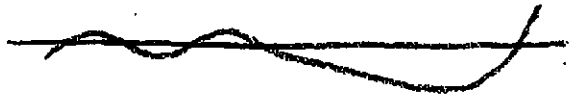
from miller:

SCIENCE

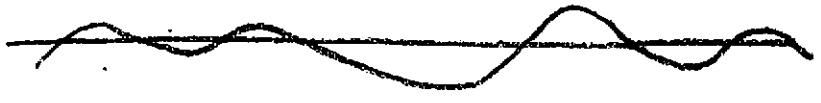
There are many cyclical phenomena in the universe: the seasons, the phases of the moon, night and day, the tides. These are also seen in living systems: birth and death, asleep and awake, breathing.



We also see cyclical behavior associated with homeostatic phenomena. If a system is to regulate some variable, it must sense the value of that variable. If the value is below the desired level, the system will attempt to act so as to cause an increase in the value. When it senses that the value has reached the desired value, it will cease acting so as to cause an increase. However, because of the delays in this control loop, and because of inertia, the value will continue to increase above the desired value for some time.

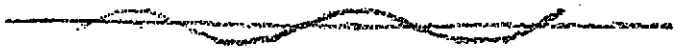


This is an overcorrection, which, if it is large, must be followed by action so as to cause the value to decrease back toward the desired level.

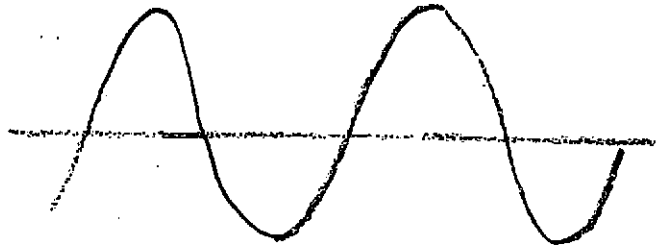


The amount of overcorrection will be more if the value was very much below the desired level at the beginning of the action. The amount of over-correction will be less if the value was only a little below the desired level at the beginning of the action.

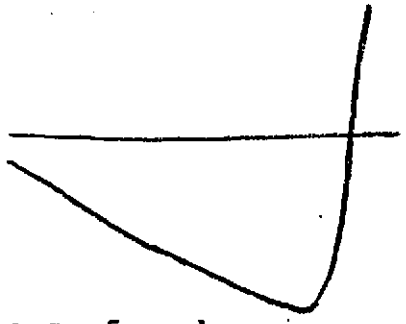
In our own life, we often are able to choose to go along at a fairly even keel:



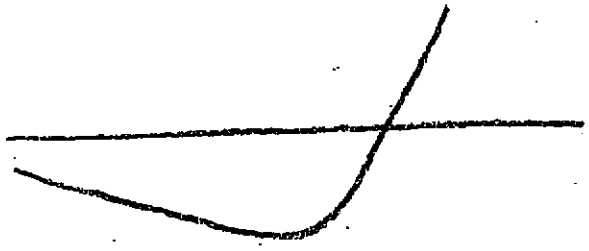
or to ride the roller coaster:

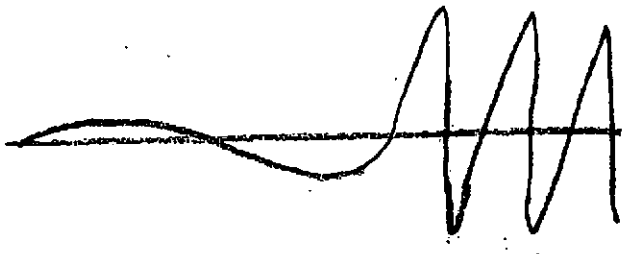


Sometimes we find ourselves involuntarily far from homeostasis, and it is then is difficult to avoid overcorrection, as when the starving woman eats too much.



The consequences of such overcorrections are often unpleasant flucuations in related systems.





LAW

The law is established to regulate the interactions among human living systems and social systems.

One major area of the law governs the making, carrying out and, as necessary, enforcement of contracts. This law provides that if two "persons" (living human systems or social systems) agree, for a valuable consideration, to act in a certain manner, that is a contract, and the persons are then obliged to act in the manner agreed.

These contracts are made by the act of agreement. The law also provides that they may be changed from time to time, by agreement of the persons making the original contract.

If there is a dispute over a contract, the law provides judges and juries to decide the dispute. The judges and juries will examine the evidence concerning the agreements. The evidence may be testimony concerning the agreements and the behaviour of the persons who made the agreements. If at the time an agreement was made, or thereafter, it was reduced to writing, that writing is valuable evidence of the agreement.

If a contract is not reduced to writing, difficult questions of fact may arise in deciding a dispute, because of the problems with human testimony. As with agreements which are not reduced to writing, if a contract which is reduced to writing is modified by a subsequent agreement which is not reduced to writing, difficult questions of fact may arise. For this reason, judges have developed special rules to govern the such cases. Generally, in order to avoid trouble for themselves, they will refuse to hear testimony that therw was an agreement modifying a contract, when the original contract was reduced to writing, but the agreement to modify was not reduced to writing and it contradicts the provisions of the original contract.

Judges will still look at the behavior of the persons involved to decide the dispute.

And of course, an agreement concerning a written contract is just as strong an obligation on the persons making the agreement whether it is reduced to writing or not.

POLITICAL ECONOMY

Most economic interchanges are not zero sum games. The persons enter into the interchange because they each believe they will gain value from the interchange.

However, especially where the distribution of money is involved, portions of some economic interactions may become zero sum games. That is to say, that if there is a fixed amount of money to be distributed, then, to give more money to one person, less money must be given to another.

For example, suppose a corporation (a social system) has some money, and it decides to use this money to acquire valuables and then to distribute these valuables to its shareholders. Suppose also, that this corporation also has made agreements with some of its shareholders, under which it owes them money, which must be paid before the valuables can be purchased and distributed.

Now suppose that one of the shareholders disputes the amount it is owed and asks for more. This dispute is a zero sum game between the shareholder raising the dispute and all the other shareholders, represented by the corporation. Any additional value given the disputing shareholder will come from the pockets of the other shareholders.

MORAL TALES

We will all agree on the following little homilies. I say nothing about how they may be applied.

::::::::::::

When people work together, the best way is to move steadily, with clear understanding at each step.

When carrying a heavy log, and heading east, we may come upon a rock. Someone will call out that there is a rock in the way. All will slow down. Then, in the manner of decison making which is the use of the group, a new course will be chosen. We will carry the log in the new direction.

Later, the rock will no longer be in the way. It will be time to return to the original course.

In such a case it is best to use the same manner of decision making that was used when the deviation was made.

If one person turns back east on his own, the others may drop the log and get hurt.

::::::::::::

You may agree to help me to climb up the mountain, because I am weak. Later I may recover some strength. You may decide not to help me further, because the help is using your strength.

Leave me where I am and go on.

Do not push me back to the bottom.

::::::::::::

If we are all real hungry and then food comes, remember that if you take more, I will get less.

Don't let your hunger get in the way of our mutual loyalty.

::::::::::::

WHAT IT MEANS

When Osborne decided not to sell its stock to the public, Pacific fell on hard times. Community Memory and Pacific agreed that the payment of royalties could be at a reduced rate.

During this time there was some disagreement about the amount due under the licenses. Community Memory had one figure, Pacific another. These matters were discussed at length and over time. No surcharges or service charges were mentioned by anyone. Eventually Carl and Susan Claire straightened it out.

Meanwhile, Community Memory ran out of money. There were some bad feelings, because people were working without pay and taxes, utilities and rent were overdue. Community Memory and Pacific made a new agreement which provided that Pacific would pay a guaranteed minimum each month to cover taxes, utilities and rent and, whenever it could, would pay more. The minimums were always paid when due.

Pacific paid what more it could, while trying its best to keep its own employees from leaving. Some Pacific employees went for months without pay, and some still haven't been paid. When the point was reached where Community Memory employees had gone for a long time without pay, Pacific laid off all its employees for a week to save money. Five of Pacific's employees quit.

During this time Community Memory never demanded payment of more than the minimum.

Now Pacific will be getting some money, and will be able to pay the royalties owed. I think the proper thing is to agree that a new date is set for payment of all royalties: the day the money comes. In fact, I think that agreement has been made.

Some members of the group said the other day that they are not aware of any agreements changing the time for payment of royalties.

I am neither suprised nor disappointed. This is the normal overcorrection. To keep the values in line, all that is needed is to recognize it as an overcorrection and to correct for it.

ON A DIFFERENT SUBJECT

If Community Memory wishes to withdraw its consent to the current payment agreement, to set a new due date for payments, and to impose surcharges and service charges on amounts not paid by the new due date, I will go along with this to keep the peace.

Conventional Mail Order

Rely on word of mouth and publicity.
If any sucess at all use mass mail to existing labels, they maybe try small ad budget.

Discount the price. Stress that support is extra.

(Include some FREE support in price.)

Ship against cash, cleared check, or charge card.

Charge for support by minute.

COST:

Manning order phone (product or support orders).

Capital.

Note that startup cost is very small. Binders, overlays &c. exist. Support has almost no startup cost while it is using Ann, Tom and Carl. By the time it is too much for them, there will be enough revenue to justify training costs. Manual pages and diskette duplication can be done to order. Startup cost is mainly the minimum that someone must guarantee to whoever provides the phone answering. (Minimum guarantee assuming that someone will piggyback phone answering on their other business and charge only for as much phone answering as is used.)

My Pitch:

This has same cost as any pure or modified shareware scheme, but is much cleaner for selling Sequitur.

It should be possible to get a lot of publicity around the Symantec settlement.

Any "shareware" gimmicks are fine, as are any other mail order gimmicks.

miller

15 February 1985 D R A F T

The following represents my understanding of the terms and details of the agreements between The Community Memory Project and Golemics regarding selling and supporting Sequitur products; and Pacific Software and Golemics regarding selling and supporting Sequitur products.

I am submitting this very drafty document to both organizations, and ask that its contents be examined in terms of consistency with your respective understandings. I would appreciate speedy effort and comments so that we can formalize our agreements, set prices in an informed manner, and begin mass mailings and other activities to generate sales.

COMMUNITY MEMORY / GOLEMICS AGREEMENT

1. Community Memory grants to Golemics all rights to seek and negotiate a sale in full of the Sequitur product and business. Community retains the right to examine any such purchase proposed, determine its own best interest in relation to such a sale, and to approve or disapprove the terms or the execution of such a sale.

2. Community Memory grants to Golemics the right to duplicate, sell, and ship copies of Sequitur, as developed under its license to Pacific Software, at a price which Golemics deems appropriate to the marketplace and consistent with maintaining a revenue flow for Community Memory in the form of royalty payments.

3. Golemics agrees to pay Community Memory the royalty rate in effect in its current license with Pacific Software, 15% of gross sales, excluding sales taxes.

NOTE:
In fact, I had originally understood that Lee had committed to pay CM $50 per copy for each sale. However, he now indicates that he only committed to paying Pacific's rate of 15% and that his goal was to be able to pay as much as $50 per sale. Of course, the royalty rate structure is intimately related to the costs and therefore the selling price.

4. Golemics agrees to report and pay such royalties earned to Community Memory monthly based on Sequitur revenues received.

5. Golemics agrees to manage sales and support of the product, and to promote it through occasional "planted" articles and interviews.

6. Community Memory makes no commitment with regard to support or future development of the product at this time. Individuals associated with CM are free to make direct working arrangments with Golemics to provide these as necessary or appropriate.

NOTE:
Ownership of changes and/or upgrades developed has not, to my knowledge, been defined.

7. Golemics' handling of Sequitur sales and support is understood to be an interim arrangement established with the intent of keeping the product "alive" as a matter of producing revenue for CM, and as a matter of maintaining its value as much as possible with an eye to its sale in full.

8. It is understood that Golemics is undertaking this effort as a profit making venture.

9. The original agreement, made orally between the Tuesday Night Meeting of CM and Lee Felsenstein, as President of Golemics, was set to be in effect through October 31, 1984. It was thereafter left open-ended (without an ending date) on the basis of two potential sales negotiations underway for the full product.

PACIFIC SOFTWARE / GOLEMICS AGREEMENT

1. Pacific Software grants to Golemics the right to duplicate, sell and ship copies of the Sequitur product, including any and all documentation developed during the life of the license between Pacific and CM.

2. Golemics agrees to pay to Pacific an amount equal to the original cost (as determined from Pacifice's records) for any materials remaining in its inventory, which may be useful to Golemics as associated with the duplication, production and shipment of Sequitur software packages, as Golemics may wish to draw on this inventory. These amounts appear in Appendix attached.

3. Golemics agrees to pay to Pacific a royalty payment for Sequitur shipments made during the life of Pacific's license with CM on the following basis:

9% of all receipts in excess of $100 over cost.

Cost = $72.00 per sale*
+ 30.00 estimated CM royalty per sale

*this figure includes cost of Pacific inventory materials, labor, and overhead. It does not include the cost of royalty payments to CM. If we assume 15% royalty, a $200 sale would yield $30 to CM, and that amount should be added to the $72.00 cost in computing the amount of royalty due to Pacific. This Cost figure does not include any profit to Golemics.

4. Golemics will report and make royalty payments monthly based on receipt of revenues from sales.

5. Golemics will report and make payments for inventory

materials drawn monthly based on receipts of revenues from sales.

6. It is understood that Golemics is undertaking this effort as a profit making venture.

* * *

Please leave your comments in my box at CM.
Thanks. . .

Mimi

* * *

Since Lee is not able to be at the Tuesday Night Meeting today (19 Feb 85) I asked him to look this over and following are his comments.

What are the relevant factors in pulling Pacific's license?

1. Political conflict with Anson (some revenue stream would be appeasing to him).

2. Maintaining possibility of sale through Pacific (Singapore). How long must this possibility be maintained?

Golemics is explicitly in a sublicense arrangement to Pacific and I (Lee) would prefer to move to a direct license arrangement.

He also said that he suggests that item 1 of COMMUNITY MEMORY / GOLEMICS AGREEMENT is that of "agent".

DRAFT OF SEQBIZ AGREEMENT UNDERSTANDINGS

APPENDIX A

VALUES ATTRIBUTED TO PACIFIC SOFTWARE INVENTORY OF SEQUITUR SUPPLIES FOR IBM-PC VERSION BASED ON PACIFIC SOFTWARE RECORDS:

QTY	ITEM	COST/EA	VALUE
678	Plastic Diskette Pockets	.48	$ 325.44
157	Keyboard Overlays	1.64	257.48
433	Sets - Index Tabs	.89	385.37
500	Empty Binders/Box Sets	2.89	1,445.00
255	IBM Quick Ref Guides	.32	81.60
505	License Agreements	.38	191.90
39	Full IBM Manuals, incl. Binder/Box/Tabs No costs avail for guts	3.78	147.42
41	IBM Ver Shipping Boxes	.38	15.58
	MARKETING MATERIALS:		
500	Big Red Brochures	.27	135.00
99	Little Red "	.17	16.83

We have no data accumulated on the costs associated with the Fortune Version. Pacific's inventory contains only obsolete manuals and the camera ready copy remains in the hands of Symantek as far as we know.

A Petition For Broad Distribution Of X.Dot

Here are two strategies for the wider utilization of X.Dot. Some arguments for these positions appear in the accompanying statements, but any signer may have quite different arguments to support his or her position:

X.Dot should be made generally available, in source form, for noncommercial use. Users of the program should be free to redistribute the code to other noncommercial users without soliciting The Community Memory Project for approval. X.Dot should remain a documented and supported commercial product available to commercial users.

Jim Phillips

X.Dot should be made freely available for any use, whether commercial or noncommercial, and Community Memory Project should bear no responsibility for supporting the released source code. This should be accomplished by placing the source code in the public domain. X.Dot should remain a commercial product available with documentation and support.

Mark A Green

This represents my world view ca. 1984. It is my take to explain why I want to see X.Dot put in the public domain. [To emphasize the availability I note that this was drafted on the back of a listing of a conversation I had with Frank Johnson, the Ralph Records Bulletin Board.] This paper is for fun rather than being a lawyer's brief. Efrem's paper is a more rigorous development of the arguments. In particular I support the argument for the implicit contract between individuals who worked on software and the Community Memory Project.



WE ARE NOT ALONE

or, Why X.Dot should be in the public domain.

1. What's Going On

Yes there is somebody out there. As the cruise missiles raise their heads and the hair on the back of our necks it's time to stick out the periscope and look at what's happening out there in nerdland and what Community Memory is coming out into.

Y'know there's plenty happening even in our little corner. Firstly we can look at what has become of the Tom Swift Terminal. To start with the IBM PC is little more than a SOL in Blue clothing. As usual in the United States when something new gets out, it spreads wide and fast. (How many of us had ever seen a Walkman four years ago? Novelty is an advantage in this country) Once so many material goods are produced, they get into the hands of a great many people who really can't be consiederd to be members of the ruling class.

Money is important in the wide dissemination of material. Cheaper things are more widely available such as digital watches or bicycles. Computers are still too expensive to be so common but the Osborne helped to push the price down. Point is, even poor organiaztions like Ralph Records, Media Aliiance or CISPES have computers. This has been true for a couple of years, and now there's often modems and dedicated phones to go with these computers.

Next thing you know, they go and make their machines into bulletin boards. Just like that. So our claim to precedence cannot be based on being the only ones with the idea. We could claim to be the first ones, but the hiatus has been too long. Current bulletin boards have nothing to do with our current softwar (sic) which has been seven years in the making.

2. Some More Threads

Hmmm, we seem to be a bit slow about getting things completed. All the trade press talks about 'integrated software' but remember it started right here with our own little Sequitur. It seems that the first one in the field is not necessarily the one that really makes it (Osborne). But I digress.

If you want to, go ahead and complain that the other bulletin boards aren't really Community Memory. I agree, mostly for two reasons:

1. They're not public access

2. They are single-host systems.

So what, they won't go away if we shut our eyes, and we can't do what we originally set out to do, which is to be the fountainhead of the Community Memory ideology. It is good to see that decentralized communications systems are springing up in a decentralized way. How about: if you can't beat 'em, join 'em. As an anarchist Im glad to see public information systems springing up in an out-of-control way.

3. Free Ware

IBM has cursed us with the 8088 and MS-DOS and is slaughtering the noble tradition of the Homebrew Club by moving all those personal computers into the offices of Corporate America (so much for 'liberatory potential'), BUT we also get something for it. Software has become more portable and standardized. C is very nice for this kind of stuff. There are whole libraries of products available for the cost of the media both for the IBM PC and for Unix environments. (References available on request). Of course, if you want to, nobody will stop you from giving the author of the program money. Enough people have been grateful enough to have this form of distribution worthwhile.

GNU is the most ambitious public domain software project to have surfaced out of the more socially-minded attitude that information should not be privatized. It is quite well on the way to realization (See Appendix C of Efrem's paper). It is an example of a group of people who are less politically motivated, but who can be very useful technical allies.

4. Drawing All This Together

Like the bulletin boards what GNU's missing is communica tions software. Our strategy should be to cooperate with the bulletin board people and GNU to work on how to tie the local sites together into a net. It would be a real mistake to think that we have any power to create or enforce any standardization on bulletin boards, but we can help to turn isolated clumps of information into a large organism. Remember, no one 'organized' People's Park, but everybody contributed. X.Dot is a contribution we should be proud to make.

The Perils of X.Dot
or
The Community Memory Project vs Community Memory?

Efrem Lipkin Lee Felsenstein

This is an argument that, given the reasons X.Dot was written, the conditions under which its principal authors worked, and the current state of development of both the Community Memory Project and other efforts at computer communications, X.Dot properly belongs in the public domain. More exactly, X.Dot should be exploited in a manner which maximizes its contribution to the general development of grassroots communication.

In the recent past X.Dot has been viewed as a means of making money for the Community Memory Project. It was not written for this purpose. It was initiated as a means to link up future public communication-systems into an network. [1] Certainly there was an interest in using it to make some money[1], but the reason for writing it was to make available the X.25 communications protocol to Community Memory nodes.

X.Dot source code[2] could be made available at two levels: for any non-commercial use and for any use at all. There are three classes of reason why X.Dot should be made so available: the legal purposes of CMP as a nonprofit corporation, the implicit contract of CMP with many of the people who did the work, and the social/political purposes of CMP.

This certainly does not mean that CMP should give up hope of making money via X.Dot, as will be demonstrated later.

The Social Reasons

The Community Memory Project was formed to create Community Memory; that is, a network of publicly accessible and publicly managed systems for sharing information -- publicly meaning available to everyone.

The original object of the project was not to create a new Bell System, but to set a standard of availability and style of use

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1. Commercial ambitions for the program were minimal; at the time (1978) it seemed unlikely that X.25 code without hardware had much commercial value.

2. X.Dot is useful to the development of networks only when it is distributed in source form. This is discussed elsewhere in this paper.

that the emerging videotext industry would be forced to follow.

The original strategy was to do this by being an early contender with a major network CMP created all by itself. This strategy failed on two counts:

1. It was politically and socially thoughtless. It postulated a central organization that created both the system and the "myth" of the system, an organization that would show everybody the correct path technically and socially. This was both contradictory to the expressed ideology and unworkable in practice.

2. It required getting rich, very rich. CMP has failed at the project of getting rich and will not have the financial resources necessary to develop a Community Memory network in isolation; it must use what help it can get from the commercial world, the community of hackers, and the bulletin board community.

If this original strategy is no longer tenable, it is also no longer really necessary. The situation is much more fertile now; public access to information is becoming a popular goal, and coordination and sharing of resources is already underway. CMP can be a vital part of this process.

There is significant activity by many individuals to develop good software for mail and distributed conferencing. Some of this is for personal gain and much of it is simply to make the tools available. There are also some substantial efforts to make programs available in source form so that work can built upon in a cooperative way. These include Usenet, the Software Tools Group and of especial interest the GNU[3] consortium which is well en route to splicing together a public domain version of Unix, with all the usual gadgets.

These efforts could be taken advantage for the development of Community Memory <u>style</u> systems. Conversely CMP has done a piece of work with great value to the general health of the bulletin boards and "Popular Science" level networks[4]. Except for those with access to Usenet or Arpanet, the community of discourse is very small. If the software existed to link up the bulletin boards and the individual systems, the community of discourse could be greatly enlarged. X.Dot represents a lot of the software required to do this.

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3. For an explanation of GNU, see Appendix A, GNU: GNU's Not Unix.

4. These have flourished; for an idea of the extent of this movement, see Appendix C, The Communicating Community.

The noncommercial world (especially the GNU and Software Tools Community) could be a very substantial aid in the maintenance and extension of the X.Dot system into an actual network[5]. The energy which created all those bulletin boards could help sustain a broader network. It this context CMP could focus on two key missing pieces: reasonable user interfaces for regular people and publicly-sited terminals. It might also find itself fortunate enough to not be the only group trying to push public access.

X.25 is an important part of creating a public network. It costs something like a hundred grand to implement the protocol and must be done by a single group. Once the worst work is done, the porting, extension, and maintenance can be spread around. But until cheap and powerful networking software is broadly available it is difficult for any group to get beyond the primitive bulletin board.

Currently X.25 software and hardware is readily available to the commercial interests; trying to excessively exploit X.Dot will help keep it unavailable to everyone else.

The Work Contract

Much of the work on X.Dot was done at rates far below the going commercial rates. This was because the people doing the work believed they were developing a program to serve a social need.

People work for a large variety of reasons aside from making money. People who once worked on X.Dot are in the commercial market worth anywhere from four to sixteen times what they were willing to accept for working on X.Dot. The reasons CMP received this huge discount include not only what CMP is supposed to accomplish but also the uses to which the software was supposed to be put. This creates an exchange relationship just like an exchange of future royalties for present time work.

This situation can be analyzed via two kinds of mechanisms: as a trust relationship or as a contract for labor. A contract is not necessarily a written agreement; any kind of exchange implies the existence of a contract. The problem with a spoken contract is figuring out what the terms were after the agreement breaks down. Fortunately, this case should be fairly simple given the evidence at hand (and all the witnesses):

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5. X.25 is the most direct way to link small systems with either each other or users scattered around the country. Both Telenet and Tymenet support direct connection to computers only via X.25. Baby Bell is now working on making the living room modular plug speak X.25, in support of future Videotext systems.

- The unusual salary rates for professional help.

- CMP's nonprofit status and charter.

- CMP's various public declarations of its purposes.

- The resolution of who was allowed to buy X.Dot commercially.

- Various internal writings.

The evidence is overwhelming that people working on X.Dot, especially those who were members of CMP, were doing the work for both the way in which X.Dot would be used and to help create the CMP network. Such a contract can not be changed later by one of the parties. CMP is having trouble delivering on its half of the contract: even if the planned local CM nodes appear, there is not a Community Memory Network and there is not likely to be one for many years, if at all. A contract requires a best-effort attempt at fulfillment, which may entail trying to realize the spirit of the contract differently than planned, if it is unlikely that the letter of the contract can be accomplished. This can be done by making X.Dot widely available to those who might use it or extend it to create communications systems along the lines of those originally envisioned.

The trust analysis is more general and therefore harder. It would cover all contributions of value to CMP: labor, money, materials, and spiritual support. All nonprofits are trusts. They accept value from people who expect that value to go toward the stated and implied goals of the organization. If CMP dissolves, all its resources must be turned over to another nonprofit, specifically one with a 501c(3) status. It can not commercialize its resources or distribute them in some form to its members. But beyond this legal obligation there is a moral one. It has a responsibility to use these resources in a manner consistent with the reasons for their contribution.

The Legal Reasons

CMP justifies its existence to the world, the government, the people who work for it, its members, and other interested parties by claiming to be doing socially useful things. People put out work, money, and energy for it on the basis of its proclaimed social purposes. CMP not only got special treatment from employees and volunteers, it got special tax treatment from the government, because the government also believed (if governments can have beliefs) that CMP's work was going to social purposes, rather than to commercial purposes.

A nonprofit may put only a small portion of its efforts into commercial efforts, even to raise money for its tax-exempt purposes. If all of the software developed by CMP goes to mostly

commercial purposes, than CMP is clearly in violation of the law. Currently CMP does not itself have the technology to use X.Dot, or any other kind of network system. But if X.Dot is sold off as just another product it is difficult to argue that during the seven years of CMP's existence it has been doing much other than commercial work.

CMP has produced four significant pieces of software: ACE, Provos, X.Dot, and Sequitur. It has gone to considerable lengths to make X.Dot and Sequitur into commercial products. Although Sequitur has been available at a discount to approved social organizations, none of the other programs have ever been available noncommercially.

From a legal viewpoint, CMP is a tax-exempt shelter for doing commercial work. For every hour of non-technical CM work, 50 has gone into writing software. All the software it has developed has been offered for commercial sale. Only a small portion of the software is projected for use within the currently conceived Community Memory system. Since CMP has no direct use for X.Dot and only limited access to Sequitur there seems only one remedy for the situation: immediately making X.Dot available free or very cheap for at least noncommercial uses. This would help encourage the development of grassroots networks and take some of the legal, social and development burden off of CMP. The greater the distribution of X.Dot the more likely it is a judge will not consider CMP a mechanism for tax evasion and fraud.

Simple non-commercial distribution may not be enough. It is possible that a judge would see the noncommercial licensing as a cover for the commercial work. It would not be a clear cut decision because of CMP's substantial commercial entanglements. Don't forget that Baby Bell distributes Unix almost free, in source, to hundreds of schools and no one would accuse it of having nonprofit motivations.

The argument that all the years of work are going toward some grand collection of Community Memory Software is not very convincing. First, there is the loss of control of Sequitur. Then, no Community Memories have been created in the last seven years, though many hundreds of bulletin boards have come into existence along with several dozen commercial services. What was CMP doing all this time?

Making X.Dot Available

X.Dot could simply be put in the public domain for any use or it could be copyrighted to make it freely available only for noncommercial uses. It must be available in source to be useful, since it has to be tailored to specific machines, operating systems, and networks. In source form it can also serve as the base of a network switch, a file transfer protocol, a mail system, etc.

There are good precedents for making things available cheap or free for noncommercial uses only (Unix for a bad example). It is easily done. Articles in the Communications of the Association for Computing Machinery are available to be copied by anyone for noncommercial reasons. This is specified in their copyright, reprinted inaccurately as the last footnote to this document.

X.Dot would still retain commercial value. Some small operators might steal it, but serious commercial users would want support, would not want to violate the copyright, and would probably find a $30,000 to $50,000 price tag cheaper than messing around. In fact X.Dot might sell better in such an environment, because a user would be able to try the code without committing to the expense.

Would simply noncommercial distribution of X.Dot be most effective in creating the technical and social conditions that would most encourage Community Memory style systems? Probably not.

There are many arguments in favor of putting X.Dot entirely in the public domain. The most important may be that many difficult-to-create parts are required to enable easy, broadly distributed communication and whether or not somebody profits from their existence is not as significant as having them exist in the cheapest, most usable and available form. X.Dot in the public domain would act as a seed crystal for the development of vital network sub-systems.

"Technology transfer" is a strategy whereby companies set a piece of technology free so they can take advantage of its development without having to do it all themselves; an example is Xerox's Ethernet. It takes a lot of code to make a public network and it would be much easier to build such a network if all the greedy little software houses would write dozens of versions of the necessary systems, as they have with spreadsheets, word processors, data bases, etc.

Interestingly, the GNU people, who have a very high level of technical skill, are not going to keep the commercial interests from using their system; they just want to make sure that no one is denied access to it. They find a strict noncommercial restriction too tight; their current policy is that GNU may not be sold, but anyone may use it.

There is a substantial body of public domain software and a considerable movement to create more of it. In addition there are the very open commercial forms of Freeware and Shareware. A political consciousness that encourages the communization of software is spreading prairie-firewise from nerd to nerd even as we speak. (see Appendix B for a sample manifesto.)

Furthermore, X.Dot's unrestricted availability in source does not mean that CMP could not make a considerable amount of money from the product. Bob Wallace did very well at the last PC Fair selling a word processor for $10 dollars which he encouraged people to copy and pass around. There are several local companies which sell supported versions of public domain programs, and not cheaply. Franz Inc. supports Franz Lisp, a Lisp for VAX and 68000 Unix systems from UC Berkeley. Carousel Systems sells microcomputer versions of the Software Tools Package. Interestingly, the principals of these companies appear to be the same people who do the public domain support! CMP's ability to offer blessed versions of the code might be very profitable.

Lastly and most urgently, please consider that Community Memory's reason for being is to create AND PUT INTO USE the technical means for open access to information.

The Bottom Line:

"X.DOT is too important to leave to any single Tom, Dick or Barry." (C) 1984 Geoffrey Kellogg Milstead[6]

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6. Permission to copy without fee all or part of this quote is granted provided that the copies are not made or distributed for direct commercial advantage, the G.K.Milstead copyright notice and the title of the publication and its date appear, and notice is given that copying is by permission of G.K.Milstead. To copy otherwise, or to republish, requires a fee and/or specific permission.

Appendix A

GNU - GNU's Not Unix

GNU is a project to create a freely sharable version of Unix, which would always be available in source form. Manufacturers may distribute it with hardware or even charge for support, but they may not prevent people from playing with the code or giving it away to their friends (see Appendix B for the full description).

The project was begun by Richard Stallman, once of MIT. He is the creater of EMACS, a major screen-editor available according to the same rules. The work is coordinated by Arpanet and Usenet mail and people make what contributions they feel like. A recent meeting in the Mountainview brought together a group of surprising competence. Most everyone had played an important part in several large computer systems including Berkeley Unix, Logo, Sail, ITS, Arpanet, and Unix itself.

Most of the software to be used in the project already exists:

The Kernel - Trix, a Provos-like system from MIT

C and Pascal Compilers - From the S1 project at Livermore!

YACC - An improved version called Bison, from UCB

Small Utilities - Software Tools

Primitive file transfer and mail - built on Kermit from Columbia.

Appendix B

The Stallman Manifesto

From unix-wizards-request@BRL-VGR.ARPA Thu Sep 29 03:36:17 1983
Date: 27 Sep 83 13:35:59-PDT (Tue)
To: Unix-Wizards@brl-vgr
From: sri-unix!decvax!genrad!mit-eddie!RMS.MIT-OZ@cca-unix
Subject: new UNIX implementation
Status: O

Free Unix!

Starting this Thanksgiving I am going to write a complete Unix-compatible software system called GNU (for Gnu's Not Unix), and give it away free to everyone who can use it. Contributions of time, money, programs and equipment are greatly needed.

To begin with, GNU will be a kernel plus all the utilities needed to write and run C programs: editor, shell, C compiler, linker, assembler, and a few other things. After this we will add a text formatter, a YACC, an Empire game, a spreadsheet, and hundreds of other things. We hope to supply, eventually, everything useful that normally comes with a Unix system, and anything else useful, including on-line and hardcopy documentation.

GNU will be able to run Unix programs, but will not be identical to Unix. We will make all improvements that are convenient, based on our experience with other operating systems. In particular, we plan to have longer filenames, file version numbers, a crashproof file system, filename completion perhaps, terminal-independent display support, and eventually a Lisp-based window system through which several Lisp programs and ordinary Unix programs can share a screen. Both C and Lisp will be available as system programming languages. We will have network software based on MIT's chaosnet protocol, far superior to UUCP. We may also have something compatible with UUCP.

Who Am I?

I am Richard Stallman, inventor of the original much-imitated EMACS editor, now at the Artificial Intelligence Lab at MIT. I have worked extensively on compilers, editors, debuggers, command

interpreters, the Incompatible Timesharing System and the Lisp Machine operating system. I pioneered terminal-independent display support in ITS. In addition I have implemented one crashproof file system and two window systems for Lisp machines.

Why I Must Write GNU

I consider that the golden rule requires that if I like a program I must share it with other people who like it. I cannot in good conscience sign a nondisclosure agreement or a software license agreement.

So that I can continue to use computers without violating my principles, I have decided to put together a sufficient body of free software so that I will be able to get along without any software that is not free.

How You Can Contribute

I am asking computer manufacturers for donations of machines and money. I'm asking individuals for donations of programs and work.

One computer manufacturer has already offered to provide a machine. But we could use more. One consequence you can expect if you donate machines is that GNU will run on them at an early date. The machine had better be able to operate in a residential area, and not require sophisticated cooling or power.

Individual programmers can contribute by writing a compatible duplicate of some Unix utility and giving it to me. For most projects, such part-time distributed work would be very hard to coordinate; the independently-written parts would not work together. But for the particular task of replacing Unix, this problem is absent. Most interface specifications are fixed by Unix compatibility. If each contribution works with the rest of Unix, it will probably work with the rest of GNU.

If I get donations of money, I may be able to hire a few people full or part time. The salary won't be high, but I'm looking for people for whom knowing they are helping humanity is as important as money. I view this as a way of enabling dedicated people to devote their full energies to working on GNU by sparing them the need to make a living in another way.

For more information, contact me.

Arpanet mail:
RMS@MIT-MC.ARPA

Usenet:
...!mit-eddie!RMS@OZ
...!mit-vax!RMS@OZ

US Snail:
Richard Stallman
166 Prospect ST
Cambridge, MA 02139

Appendix C

The Communicating Community

There are over 1200 microcomputer bulletin boards, possibly over 2000. Most of these are technical but others are oriented toward community service, peace, alternative energy sources, music, and sex, especially gay. They are generally the work of a single individual with a microcomputer and a modem. Many of them are run by computer stores and computer companies as a cheap way of keeping in touch with their customers.

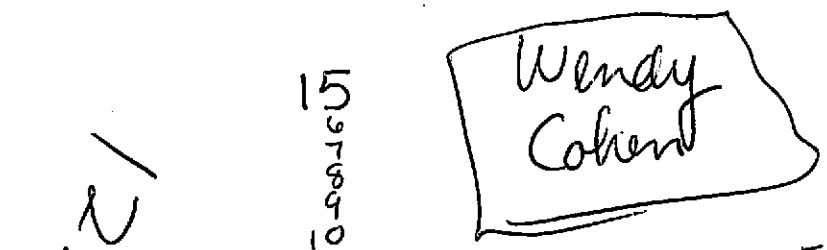
Here is a partial list of local bulletin boards (415):

-so means sexually oriented
*24 means available 24 hours a day
! means supports 1200 baud

ABBS Computerland, Fremont, CA.....(415) 794 9314
ABBS Hayward, CA.....(415) 881 5662
ABBS PCnet, San Francisco, CA.....(415) 863 4703*24
ABBS South of Market, San Francisco, CA.....(415) 469 8111-so
CBBS Lambda, Berkeley, CA.....(415) 658 2919-so
CBBS Proxima, Berkeley, CA.....(415) 357 1130
CONNECTION-80 Fremont, CA.....(415) 651 4147*24
CONFERENCE-TREE #3, Hayward, CA.....(415) 538 3580
DATABOARD-80, Atherton, CA.....(415) 367 7638*24
DIAL-YOUR-MATCH #17.....!(415) 991 4911-so
Energy Tree, Marin, CA.....(415) 332 8115
Peace Net.....(415) 536 7886
PMS - Pleasanton, CA.....(415) 462 7419*24
PMS - Portola Valley, CA.....(415) 851 3453*24
Frank Johnson - Ralph Records, SF, CA .....(415) 546 0881*2
RCP/M RBBS DataTech 001, San Carlos, CA..#1$&(415) 595 0541*24
RCP/M RBBS DataTech 006, San Francisco, CA...(415) 563 4953
RCP/M RBBS Larkspur, CA.....(415) 461 7726*24
RCP/M RBBS Marin County, CA.....(415) 383 0473*24
RCP/M RBBS Piconet Oxgate, Mountain View, CA.(415) 965 4097*24
Blue BOSS Berzurk Systems, Berkeley, CA.....!(415) 845 9462*24
BBS Living Videotext, Menlo Park, CA.....(415) 327 8876*24
Drummer.....!(415) 552 7671-so
Kinky Kumputer, San Francisco, CA.....(415) 626 5465-so
MRCBBS.....!(415) 968 1093-so
Sunrise Omega-80, Oakland, CA.....(415) 452 0350
System/80 San Leandro, CA.....(415) 895 0699

Electronic mail conferencing services include Envoy 100, Tymnet,Telenet, MCI Mail, EIES, The Source, and CompuServe, supporting individual mail, group bulletin boards, and public bulletin boards. On these the conversation strays more from the technical, ranging from politics to cars to Buddhist gossip. These services seem to be growing rapidly with a new contender entering the business every year.

Networks used for mail and conferencing include Arpanet, Milnet, Usenet, Bitnet, and CSnet. An enormous volume of personal mail flows over these networks. The public conferencing discussions tend toward the technical, but extend to the social impact of computing and telecommunications, science fiction, and cooking. These network are used by people who do their work on computers and have casual access to electronic communication. They probably represent the most mature and stable development in the medium. They are growing very quickly. It will be particularly interesting to see the effect of all the new low price Unix systems on Usenet.



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6789
10
55

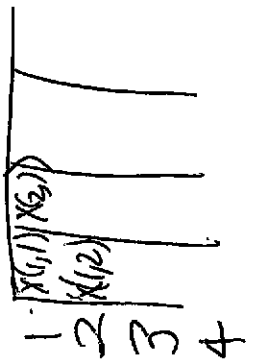
1+5/2 * 5

1+10/2 * 10

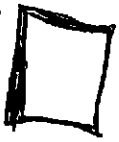
5.5 * 10

51/2 * 50

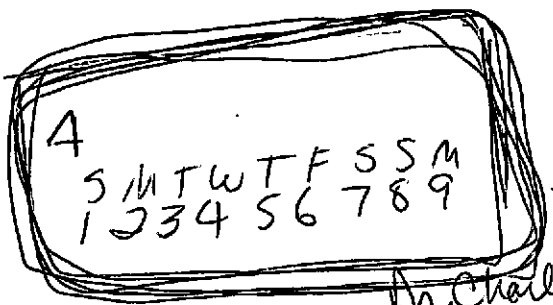
26.5
50
1325.0



x1 x2 x3



LINDA
Christine Boyd – 548-8300
Problem w Election



Horizon Software
220 Downey St
SF 94117
Chuck Clanton
~~4 24 1300~~
Dr. Charles Clanton

System Admin
Jose - E.I.C. - city editor
allen
Richard ed page
753-5855
Minn
Hornblum

486-2173
Mimi

PTS
4228 Telegraph Ave
Patty Ruppelt
654-6725

Daily Cal
46 Shattuck Sq
Berkeley CA 94704
849-4812
Ed Adm

0 94609

01/2 3 5 4

Berkeley
20 July 1984

To: Community Memory members

From: Miller

I have brought up several times over the last few months the problem of what to do about Sequitur. I brought it up again two weeks ago Tuesday night and thought I made it clear that a decision was needed. I thought people agreed to decide, but nothing happened during the next week. I brought it up again last week. I was real clear that it was the consensus at that time that a decision would be made by Friday.

If a decision was made, it was not communicated to either me or Susan.

This isn't right.

Please, can't you make a decision, please.

I have stuck my neck out for you again over at Pacific, so we are still taking the calls, but if nothing happens by the Coordinating Committee meeting Wednesday, I will have to give up.

So please decide.

Thanks,

Miller

20 August

CM Coordinating Committee and others:

Miller came back from Tuesday night dinner last week and reported to me that he had again asked CM to make plans for taking over the support of Sequitur, or at least handling the flak. I would like to make a few comments which I pass on only to help you make decisions:

1) Having some independent support-for-a-fee (to be paid by the user) company take over the job is only a very partial solution. Some customers will be pissed off at having to pay for support that would normally be free (though business users may gladly pay). These support companies will almost certainly deal only with PC users, not Fortune users, and Fortune users are the more vociferous of the two groups. Also, is CM prepared to do training for the support company? That represents a serious commitment of someone's time.

2) Telling users to write their problem in a letter will not work in most cases. First, when people call, they have urgent problems. They view Sequitur as interfering with their livelihoods and they will object to the delay. Secondly, telephone technical support is a matter of give and take, with the user in front of his or her computer touching keys as directed. It's a long process of leading people through certain steps, not a simple written answer to a simple question. Or it is saying, yes, that's a known bug but it won't be fixed for a while. Or, sorry, that feature that you need for your application is not going to be available for a long time.

3) I don't have any better answers than (1) or (2). It's a very dead-end situation. You can choose a partial solution as above, which will take time and energy and <u>still</u> leave a lot of unhappy users; or you can kill it and throw away an enormous investment; or you can make the decision to "temporarily" support users yourselves, to keep it alive so that there is something left to sell rights to. I understand how that is a distasteful option.

Lee has offered to have all Sequitur calls referred to Golemics. The plan is that the Golemics office will take the messages instead of me, and that CM people will spend time on the phone supporting users. I am awaiting the decision of the group about whether this plan goes into effect; obviously, the group needs the consents of the people who will be called on. [I have found that the more you raise people's expectations that they will get help, the angrier they get when you can't truly help them, so please don't undertake the message-taking without intending to carry through and return people's calls.]

It's hard decision time. The imminent demise of corporate Pacific Software only brings things to a head. If CM decides to bury Sequitur (and with it all hope of getting money or stock from its ultimate sale to anybody), that would seem to me to be a perfectly legitimate position - we should have a Sequitur is finished party/wake and move on. If CM wants to keep it alive on speculation (which has been my motivation these last 3-4 mos.), then determine whether you have a commitment from Tom and Carl or others to do so, and good luck. I ask that you notify me promptly because my deadline for no longer dealing with the irate Sequitur customer base was a week ago.

Susan Clair

20 August

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Susan Clair

KAREN

FROM: LEE

DATE: 21 SEPT. 1984

RE: MARKETING PLAN FOR SEQUITUR

This is an outline of a plan for making money off of Sequitur with a minimum of overhead, especially in time. The product to be marketed is the existing IBM version. If the plan is successful an improved version containing the programming interface can be marketed at a considerably higher price or as a bulk sale to a large customer.

This plan grew out of a discussion with Bob Wallace about Shareware and how well it works. He made the point that the sale of discs, manuals and other things (like the keyboard overlay) can cover their own costs and make money, while people greatly prefer to send their voluntary payment to the author of the program as versus a distributor.

Not included in this plan are the drawback issues of Shareware:

1. the license to copy the program

2. the pyramid scheme by which someone gets part of another customer's registration fee in exchange for causing them to register.

DISCUSSION

There are three elements to this plan;

1. Community Memory

CM licenses the manual, the keyboard overlays, and the object code to the distrinbution company. A small royalty is paid on all of them per unit distributed.

CM also provides a training course for members of the Support Company. This might be given four times a year.

CM collects its royalties direct from the customers or through the support company. CM maintains a list of the registered copies.

2. The Distribution Company

This company receives the mail and phone orders and inquiries and takes and fills orders for disks, manuals, and overlays. Aside from a small royalty to CM for the right to reproduce such items, this company gives no money to CM.

3. The Support Company

This company answers the phones and provides hand-holdoing and trouble analysis to registered users only. Registration gets one unit of support (15 min? 1 hr?) free to the customer. Beyond that support time is charged to the customer ($35 - 75 dollars per hour? more?)

The support company needs the latest information on who is registered and who is not, so the list of registrants would probably be kept up by them. They would keep all the revenue from support fees and would have a contract with CM to provide support without charge for the first time perios. For this they have a contract which gives them a small fraction of the registration payment. Beyond that the callers pay using credit card for each minute taken.

The Support Company may or may not be the same as the Distribution Company.

ADVERTISING

CM will issue a series of editorial items Announcing a dramatic new low in prices and condemning the venture-capital approach of milking the product. Beyond that any company is free to advertise their own end of the bargain.

PRICE SCHEDULE

Discs (with quick-start doumentation on them) - $35 a set

Manual - $50

Keyboard overlay - $15

Registration fee (royalty paid directly to CM) - $99

Support Charge - $2 per minute plus $10 per call.

first 10 minutes without charge

OTHER

Licenses to Distribution Co. renewed every 6 months (4 months?).

Conventional Mail Order

Rely on word of mouth and publicity.
If any sucess at all use mass mail to existing labels, they maybe try small ad budget.

Discount the price. Stress that support is extra.

(Include some FREE support in price.)

Ship against cash, cleared check, or charge card.

Charge for support by minute.

COST:

Manning order phone (product or support orders).

Capital.

Note that startup cost is very small. Binders, overlays &c. exist. Support has almost no startup cost while it is using Ann, Tom and Carl. By the time it is too much for them, there will be enough revenue to justify training costs. Manual pages and diskette duplication can be done to order. Startup cost is mainly the minimum that someone must guarantee to whoever provides the phone answering. (Minimum guarantee assuming that someone will piggyback phone answering on their other business and charge only for as much phone answering as is used.)

My Pitch:

This has same cost as any pure or modified shareware scheme, but is much cleaner for selling Sequitur.

It should be possible to get a lot of publicity around the Symantec settlement.

Any "shareware" gimmicks are fine, as are any other mail order gimmicks.

miller

How to Sell Sequitur

① PC Sequitur
- mail order for $195 for manual + diskettes. No support.
- through distributors ("such as "Lifeboat", etc.) for $250 for manual + diskettes. No support.

Package includes :- installation guide
- manual pages (no cover,
- diskettes no box)

② UNIX Sequitur
[what machines ?]

- through UNIX distributor such as UniPress
  Price $595
  No support

Support: $45/hour from separate company.

Tom's "Desperate Plea" IDEA

WSJ costs $125.00/column inch for Display Ads

I think we should take out one that says we designed and built this thing with great text handling ability. That it is finished and debugged and works on both UNIX and IBM-PC's that Explorers think it's great already but that we have detailed plans for how to improve it but that, though we were technically competent, we were not good Busniss men. And that we want to sell it cheap. ☺

(Millers Idea for an article is fine, but it should either happen soon or not at all)

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TOM

FROM: LEE

DATE: 21 SEPT. 1984

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10/1/90
10:45

Bob Craig
ab SF State

re; work on

Interact -
Were they ever
willed on
338 - 1960
the balance?

INSTALLED

TERMS OF PAYMENT: 1/2 PREPAY

DELIVERY REQUIRED BY:

The Trustees of The California State University
SAN FRANCISCO STATE UNIVERSITY
1600 HOLLOWAY AVENUE
SAN FRANCISCO, CA 94132
(415) 338-1833

PURCHASE ORDER

PURCHASE ☐ SERVICE ☒

ORDER NO. 8901-5417

DATE 03/15/90 | PAGE 1 OF 1

ORDER COMPLETED 10/1/90

SHIPPING INSTRUCTIONS:

CENTRAL RECEIVING DEPARTMENT
Corporation Yard
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

COMMUNITY MEMORY
2517 San Pablo Avenue
Attn: Carl Farrington
Berkeley, CA 94172

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE TO: Install AIX Operating System and Community Memory Program on IBM 386 PS/2-80, and supervise installation of FOGNET. Includes one-half day training seminar on use and maintenance of Community Memory Program. Instruct InterAct staff on how to make changes to Community Memory Program. Prepayment of $750 required by 3/20/90. Balance due upon completion of installation and training. CHECK ENCLOSED		1750.00
				SUB-TOTAL	1750.00

10/1/90

ATTENTION: IF UNIT COST OR ANY ITEM EXCEEDS THE AMOUNT SHOWN, DO NOT SHIP. CONTACT PURCHASING AGENT.
VENDOR SEE REVERSE SIDE FOR PURCHASE ORDER INSTRUCTIONS.

TRADE DISCOUNT	HANDLING	FREIGHT	SALES TAX	TOTAL
- 0.00	+ 0.00	+ 0.00	+ 0.00	1750.00

10-22 Ned Lilley

CERTIFICATION AND APPROVAL OF PURCHASE ORDER

I hereby certify on my own personal knowledge that this order for the purchase of the items specified above is issued in accordance with the procedure prescribed by law governing such items for the California State University and that all such legal requirements have been met.

SIGNATURE Paul Merrill

NAME PAUL MERRILL

TITLE PURCHASING AGENT, PHONE (415) 338-1833

UNIVERSITY INFORMATION ONLY

VENDOR NO.	ACCOUNT NO.	I.D. NO.
890006503	1-14532-4500	P34902

DEPARTMENT: COMPUTING/COMMUNICATION — ETHNIC CODE:

DELIVER TO: NOA — FISCAL YEAR: 89/90

REPORTING INFORMATION: jd — REQ. NO.: 444

NOTE: TERMS AND CONDITIONS APPEARING ON BOTH THE FRONT AND BACK OF THIS ORDER SHALL APPLY.

PURCHASING AUTHORIZATION

FOB POINT:
INSTALLED
TERMS OF PAYMENT:
1/2 PREPAY
DELIVERY REQUIRED BY:

The Trustees of The California State University
SAN FRANCISCO STATE UNIVERSITY
1600 HOLLOWAY AVENUE
SAN FRANCISCO, CA 94132
(415) 338-1833

PURCHASE ORDER

PURCHASE ☐	SERVICE ☒ X
ORDER NO. 8901-5417	
DATE 03/15/90	PAGE 1 OF 1

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Corporation Yard
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

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				SUB-TOTAL	1750.00

RECEIVED MAR 19 '90 PM 2:26

ATTENTION: IF UNIT COST OF ANY ITEM EXCEEDS THE AMOUNT SHOWN, DO NOT SHIP. CONTACT PURCHASING AGENT.
VENDOR SEE REVERSE SIDE FOR PURCHASE ORDER INSTRUCTIONS.

TRADE/DISCOUNT	HANDLING	FREIGHT	SALES TAX	TOTAL
- 0.00	+ 0.00	+ 0.00	+ 0.00	1750.00

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SIGNATURE Paul Merrill

NAME PAUL MERRILL

TITLE PURCHASING AGENT, PHONE (415) 338-1833

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REPORTING INFORMATION: jd — REQ. NO.: 444

NOTE: TERMS AND CONDITIONS APPEARING ON BOTH THE FRONT AND BACK OF THIS ORDER SHALL APPLY.

VENDOR

PURCHASE ORDER INSTRUCTIONS

1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California.

2. DELAY IN SHIPMENT: If this order cannot be filled without delay, the University Purchasing Office should be notified immediately.

3. PROMPT PAYMENT: The State of California desires to pay all bills promptly. However, claims cannot be audited for payment unless or until the vendor complies with instructions contained herein.

4. COMPLETION OF ORDERS: The State reserves the right to withhold payment until order is complete.

5. DISCOUNTS: Please show discounts offered on your invoice. In connection with any discount offered, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the University whichever is later. Payment is deemed to be made, for the purpose of earning discount, on the date payment is mailed by or on behalf of the University.

6. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain: purchase order number and date, description of items, sizes, quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the vendor or person furnishing supplies or service. Every invoice shall be properly itemized.

7. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the University Purchasing Office.

8. BILL OF LADING: If B/L is applicable to this order, send original to "Ship To" address and duplicate B/L with invoices to Accounts Payable address as noted on front of purchase order.

9. FREIGHT: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by the University unless expressly included and itemized in the order.

   Shipments that are California intrastate in nature and where freight is to be borne by the University, shipment shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor shall arrange for lowest cost transportation, prepay and add freight to invoice, and furnish supporting freight bills over $25.

10. FOB POINT: The FOB Point shall be San Francisco State University unless otherwise shown on the front of this order. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by the University in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, vendor on request of the University shall at vendor's own expense assist the University in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, secured and loaded to withstand normal transportation conditions.

11. PATENT INDEMNITY: The vendor shall hold San Francisco State University, the CSU System and the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to San Francisco State University against claims or liability for patent infringement.

12. TAXES: Articles sold to the California State University are exempt from certain Federal excise taxes. The State will reimburse the vendor for, or pay directly, all California State and local sales and use taxes applicable to the purchase of items by the University.

13. SAN FRANCISCO STATE UNIVERSITY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION / DISABLED / TITLE IX / VIETNAM ERA VETERAN EMPLOYER.

14. GENERAL SAFETY ORDERS: All equipment, supplies and services sold to the University shall conform to the general safety orders of the State of California. All equipment must be new and the latest model in current production.

15. VENDORS NOTE: All correspondence, invoices, bills of lading, shipping memos, packages, etc. must show purchase order number. If factory shipment, advise factory to comply.

16. HAZARDOUS SUBSTANCES: If material ordered on the face of this document contains a hazardous substance in accordance with the Hazardous Substance Information Training Act, Senate Bill 1874, Section 3204, title 8 of the California Administration code (or subsequent laws or acts), vendor is to send one Material Safety Data Sheet (MSDS) with shipping documents and a copy to the San Francisco State University Purchasing Office. Delay in compliance shall give the University the option of delaying payment with such delay to be considered as incomplete delivery under the terms of Sections 4 and 5 above.

17. COMPETITIVE BIDS: If the company with whom this order has been placed as the result of competitive bidding fails to abide by the terms stated, the University may, at its option, cancel this order and award the requirement to the second lowest responsible bidder. If the second lowest bidder is unable or unwilling to accept the award the University may award the contract to the third lowest bidder. If none of the bidders are able to accept an award the University shall then enter into an agreement with whomever is willing and able to perform within the terms of the order. Any difference in ultimate cost between the firm that does perform as prescribed and the lowest bidder shall be borne by the company with whom the original award was made.

FOB POINT:
INSTALLED
TERMS OF PAYMENT:
1/2 PREPAY
DELIVERY REQUIRED BY:

The Trustees of The California State University
SAN FRANCISCO STATE UNIVERSITY
1600 HOLLOWAY AVENUE
SAN FRANCISCO, CA 94132
(415) 338-1833

PURCHASE ORDER

'90 MAR 19 PM 7:8

PURCHASE [ ]	SERVICE [ ]
ORDER NO. 8901-5417	
DATE 03/15/90	PAGE 1 OF

SHIPPING INSTRUCTIONS:

CENTRAL RECEIVING DEPARTMENT
Corporation Yard
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

COMMUNITY MEMORY
2617 San Pablo Avenue
Attn: Carl Farrington
Berkeley, CA 94712

SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE TO: Install AIX Operating System and Community Memory Program on IBM 386 PS/2-80, and supervise installation of POCKET. Includes one-half day training seminar on use and maintenance of Community Memory Program. Instruct InterAct staff on how to make changes to Community Memory Program. Prepayment of $750 required by 3/20/90. Balance due upon completion of installation and training. CHECK ENCLOSED		1750.00
				SUB-TOTAL	1750.00

PLEASE RECEIPT THIS COPY AND RETURN IMMEDIATELY TO:
ACCOUNTS PAYABLE DEPARTMENT
San Francisco State University
1600 Holloway Ave.
San Francisco, Ca. 94132
Pre-Payment Received _____, 19__
for Immediate Payment Required.
(Signature)
Thank you for your attention; promt return of this receipt will be most helpful.

ATTENTION: IF UNIT COST OF ANY ITEM EXCEEDS THE AMOUNT SHOWN, DO NOT SHIP. CONTACT PURCHASING AGENT.
VENDOR SEE REVERSE SIDE FOR PURCHASE ORDER INSTRUCTIONS.

TRADE/DISCOUNT	HANDLING	FREIGHT	SALES TAX	TOTAL
- 0.00	+ 0.00	+ 0.00	+ 0.00	1750.00

CERTIFICATION AND APPROVAL OF PURCHASE ORDER

I hereby certify on my own personal knowledge that this order for the purchase of the items specified above is issued in accordance with the procedure prescribed by law governing such items for the California State University and that all such legal requirements have been met.

SIGNATURE Paul Merrill

NAME PAUL MERRILL

TITLE PURCHASING AGENT, PHONE (415) 338-1833

UNIVERSITY INFORMATION ONLY

VENDOR NO.	ACCOUNT NO.	I.D. NO.
990006503	1-14332-4500	234902

DEPARTMENT COMPUTING/COMMUNICATION — ETHNIC CODE

DELIVER TO N°A — FISCAL YEAR 89/90

REPORTING INFORMATION jd — REQ. NO. 444

NOTE: TERMS AND CONDITIONS APPEARING ON BOTH THE FRONT AND BACK OF THIS ORDER SHALL APPLY.

FUND CERTIFICATION

Community Memory

A public access information and resource exchange

November 5, 1990

Accounts Payable
San Francisco State University
Attn: Paul Merrill
1600 Holloway Avenue
San Francisco, CA 94132

Re: Installation of AIX Operating System and Community Memory Program on IBM 386 PS/2-80. Purchase order number 8901-5417.

Payment of $750.00 received, thank you. Balance due: $1000.00.

Thank you,

Carl Farrington

2617 San Pablo Avenue, Berkeley, California 94702 415-841-1114

12/7/90

- Community Memory
  Faculty
  Students
  Agencies of SF-
  for San Francisco

  Computer Science Department -

→ database work
  upload & download -

Ep to find out costs
  upload
  download.

This is a letter of agreement between:

Community Memory
2617 San Pablo Avenue
Berkeley, California 94702

and: **InterAct**
Student Activities Office
1600 Holloway Avenue
San Francisco, California 94132

Community Memory agrees to:

* Install AIX operating system and Community Memory Program on InterAct's IBM 386 PS2 Model 80 computer.

* Supervise the installation of the above mentioned machine on to San Francisco State University's Fiber Optic Network.

* Train InterAct staff on use and maintenance of Community Memory (1/2 day seminar)

* Instruct InterAct staff on how to make changes to Community Memory Program.

* License Community Memory Program to InterAct for 1year for $1only for use on the above mentioned machine.

InterAct agrees to:

* Pay Community Memory $2,000 in two $1,000 installments for the above services. First payment is due when work begins. Second payment is due when work is successfully completed.

* Not copy or distribute the CM program, except for backup purposes, and to take reasonable steps to prevent unauthorized copying by 3rd parties.

* Allow CM to remove their software if the machine is to leave our control (eg. IBM takes it back).

This contract is valid under the condition that all necessary hardware is supplied by InterAct and/or other supporters of this project.

Signature Judd V. Erickson Date Feb 9, 90
Organization InterAct

Signature Carl Farrington Date 2-12-90
Organization Community Memory

FOB POINT:
SERVICE
TERMS OF PAYMENT:
NET 30
DELIVERY REQUIRED BY:
11/12/90

The Trustees of The California State University
SAN FRANCISCO STATE UNIVERSITY
1600 HOLLOWAY AVENUE
SAN FRANCISCO, CA 94132
(415) 338-1833

PURCHASE ORDER

PURCHASE ☐	SERVICE ☒
ORDER NO. 9001-3086	
DATE 10/26/90	PAGE 1 OF 1

SHIPPING INSTRUCTIONS:

CENTRAL RECEIVING DEPARTMENT
Corporation Yard
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

COMMUNITY MEMORY
2617 San Pablo Avenue
Attn: Carl Farrington
Berkeley, CA 94172

SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1.	1	ea	Source/license for the Interact Programs for a DEC VAX 6000-420, Sys ID 6420-AG02213734, Single CPU license only; non-transferable one-time fee	100.00	100.00
2.	1	ea	Installation, configuration, and program conversion, and assistance as required.	400.00	400.00
			PRICING CONFIRMED BY CARL		
			WORK TO BE ARRANGED WITH TOM O'TOOL BY CARL AT COMMUNITY MEMORY.		
				SUB-TOTAL	500.00

ATTENTION: IF UNIT COST OF ANY ITEM EXCEEDS THE AMOUNT SHOWN, DO NOT SHIP. CONTACT PURCHASING AGENT.
VENDOR SEE REVERSE SIDE FOR PURCHASE ORDER INSTRUCTIONS.

TRADE/DISCOUNT	HANDLING	FREIGHT	SALES TAX	TOTAL
- 0.00	+ 0.00	+ 0.00	+ 0.00	500.00

CERTIFICATION AND APPROVAL OF PURCHASE ORDER

I hereby certify on my own personal knowledge that this order for the purchase of the items specified above is issued in accordance with the procedure prescribed by law governing such items for the California State University and that all such legal requirements have been met.

SIGNATURE Steven E Claus

NAME STEVE CLAUS

TITLE PURCHASING AGENT, PHONE (415) 338-1833

UNIVERSITY INFORMATION ONLY

VENDOR NO.	ACCOUNT NO.	I.D. NO.
890006503	1-14532-4500	C38242

DEPARTMENT	ETHNIC CODE
C&CS	

DELIVER TO	FISCAL YEAR
	90/91

REPORTING INFORMATION		REQ. NO.
sl		161

NOTE: TERMS AND CONDITIONS APPEARING ON BOTH THE FRONT AND BACK OF THIS ORDER SHALL APPLY.

VENDOR

PURCHASE ORDER INSTRUCTIONS

1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California.

2. DELAY IN SHIPMENT: If this order cannot be filled without delay, the University Purchasing Office should be notified immediately.

3. PROMPT PAYMENT: The State of California desires to pay all bills promptly. However, claims cannot be audited for payment unless or until the vendor complies with instructions contained herein.

4. COMPLETION OF ORDERS: The State reserves the right to withhold payment until order is complete.

5. DISCOUNTS: Please show discounts offered on your invoice. In connection with any discount offered, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the University whichever is later. Payment is deemed to be made, for the purpose of earning discount, on the date payment is mailed by or on behalf of the University.

6. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain: purchase order number and date, description of items, sizes, quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the vendor or person furnishing supplies or service. Every invoice shall be properly itemized.

7. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the University Purchasing Office.

8. BILL OF LADING: If B/L is applicable to this order, send original to "Ship To" address and duplicate B/L with invoices to Accounts Payable address as noted on front of purchase order.

9. FREIGHT: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by the University unless expressly included and itemized in the order.

   Shipments that are California intrastate in nature and where freight is to be borne by the University, shipment shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor shall arrange for lowest cost transportation, prepay and add freight to invoice, and furnish supporting freight bills over $25.

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11. PATENT INDEMNITY: The vendor shall hold San Francisco State University, the CSU System and the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to San Francisco State University against claims or liability for patent infringement.

12. TAXES: Articles sold to the California State University are exempt from certain Federal excise taxes. The State will reimburse the vendor for, or pay directly, all California State and local sales and use taxes applicable to the purchase of items by the University.

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This Software License Agreement ("Agreement") is entered into on March 18, 1988, by and between the parties SUMMIT COMPUTER CORPORATION, a Delaware corporation ("SCC") and COMMUNITY MEMORY PROJECT ("LICENSOR"), a California non-profit corporation.

Definitions and Recitals

A. "SEQUITUR" shall mean the computer software in source as well as object form, including existing associated manual pages and all other documentation whether in human or machine readable form, which is commonly known as the "Sequitur Relational Data Base System" and consists of that software which implements a relational data base system including all user interface programs, programmer's interfaces, report writers, associated word processors, and all other associated software and software accessories.

B. "Software" when not prefaced by "LICENSOR" shall mean "SEQUITUR".

C. "Source Code" shall refer to all source programs, whether written in C language or assembler or other languages, including all Makefiles, yacc and lex or other tools scripts, specialized libraries, and all other sources not contained in the base operating system which may be required to compile and create an executable object form of SEQUITUR.

D. "BTI" shall refer to Bell Technologies Inc., a California corporation.

Agreement

1. License Grant LICENSOR hereby grants to SCC a non-exclusive, world-wide, perpetual, lump sum royalty paid license to reproduce SEQUITUR and to incorporate SEQUITUR into its own products, to modify, distribute, rename, market, utilize without limitation, and sublicense copies of SEQUITUR. SCC shall not license any sublicensees of the object form of SEQUITUR to reverse assemble SEQUITUR. Any disclosure or grant of sublicense for the source form of SEQUITUR by SCC shall require the sublicensee to acknowledge that the software supplied is confidential and proprietary property, and trade secrets. Sublicensee shall be required to hold all such proprietary property in confidence, and not disclose any such proprietary property to any person except to employees of or consultants under contract to sublicensee where such disclosure is necessary to the use for which rights are granted. Sublicensee shall inform each such person of and require each to comply with the terms of the sublicense.

2. Delivery LICENSOR shall deliver SEQUITUR in source code and sample binary form to SCC within sixty (60) days following the delivery of the computer system specified in the paragraph of this Agreement titled "Payment" to Licensor. SEQUITUR shall be delivered in binary form as ported to UNIX System V Release 3.0 for Intel 80386 processors. The software port shall be accomplished by LICENSOR at LICENSOR's expense.

3. Payment of Royalty For the license, rights and privileges granted by LICENSOR to SCC in this Agreement, SCC shall deliver to LICENSOR free of charge within 30 days of their availability in BTI's inventory the following BTI products in their standard commercial configurations including all accessories such as cables and other standard items and including BTI's standard one year warranty for each product:

a) One (1) MPE-386 80386 computer system with 4 Megabytes of RAM memory and 130 Megabyte hard disk drive.

b) One (1) 60 Megabyte capacity streaming tape cartridge system.

c) Three (3) each of BTI's "ICC" six-port intelligent 80186 serial port controller card.

d) One copy of BTI's distribution of UNIX System V Release 3.0, complete with documentation and unlimited users license.

Other than the products listed in a) through d) above, no royalties or any other payment shall be owing to either party to this agreement, except that SCC shall guarantee to Licensor the ability to purchase BTI products at BTI's best prevailing dealer prices for a period of five years from the date of this Agreement.

4. Security Interest Title to the items in a) through d) in the section titled "Payment" shall not pass to LICENSOR until LICENSOR delivers to SCC a functioning 80386 port of SEQUITUR as required in the section of this Agreement titled "Delivery". SCC maintains a security agreement in such items until delivery of SEQUITUR takes place. If such delivery does not take place within the stated 60 day span, SCC at SCC's sole and exclusive option may repossess said items without notice, and LICENSOR hereby grants to SCC permission to enter upon LICENSOR's premises and seize such items in the event of LICENSOR's non-performance.

5. Updates LICENSOR agrees to provide SCC with updates, enhancements, and revisions to SEQUITUR which may be developed after the date of this Agreement.

6. Disclaimer of Warranty LICENSOR represents and warrants to SCC that LICENSOR has the right to grant the licenses and rights granted herein to SEQUITUR. Neither party to this Agreement warrants or represents that the Software shall constitute adequate software for the uses of the other party as set forth herein. SEQUITUR is supplied "AS IS". SEQUITUR may contain serious defects rendering the package unsuitable for any use whatsoever. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Neither party shall be liable for consequential, indirect, incidental or similar damages (e.g. loss of or damage to earnings profits or goodwill) suffered by any persons, including the other party, caused by the use of the Software, even where such loss or damage is caused by the willful misconduct or negligence of either party, their agents, employees, independent contractors or persons acting under their direction or control.

7. Termination and Defaults This Agreement shall be effective on the date set forth above, and shall only terminate as provided in this Section. Either party shall be in default under this Agreement for failure to perform or observe any material term, provision, covenant or warranty contained in this Agreement. In the event of such default, and the failure to cure such default within thirty (30) days after the receipt of written notification of such default, the license grant of the defaulting party under this Agreement shall terminate immediately without further notice, unless the party not in default elects by written notice to the other party to continue the license grant in effect. Such termination shall not constitute a waiver by the terminating party of any right to injunctive relief or other remedies.

8. Title to Software Subject to the license rights to utilize and sublicense SEQUITUR granted pursuant to this Agreement, all right, title and interest in and to SEQUITUR shall remain vested in LICENSOR. All right, title and interest in and to any modifications or enhancements made in SEQUITUR by either party shall remain vested in the developer of such modifications or enhancements insofar as such modifications or enhancements do not include any part of the SEQUITUR.

9. Indemnity for Infringements To the best knowledge of both parties, SEQUITUR does not infringe upon any patent or copyright or violate the proprietary information rights of any third party.

10. Limitation on Liability Subject to the provisions of the Sections of this Agreement titled "Warranty" and "Termination and Defaults," each party's entire liability and the other party's exclusive remedy under and in relation to this Agreement shall consist of the other party's costs (including reasonable attorneys' fees) and damages (including but not limited to liability for infringement claims) regardless of the form of action, not to exceed $10,000.

11. Assignment This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12. Independent Contractors The relationship of each party to the other is that of an independent contractor and under no circumstances shall any of the employees of one party be deemed to be the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

13. Partial Invalidity If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall remain in full force and effect and shall be in no way affected, impaired or invalidated.

14. Governing Laws This Agreement shall be governed and interpreted by the laws of the State of California. The parties agree that the State of California, County of Alameda shall be the proper forum for any action brought under this Agreement.

15. Entire Agreement Both parties to this agreement have read this entire document. This agreement supercedes all prior or contemporaneous communications, whether written or oral, and represents the entire agreement between the parties.

16. Notice Any notice required under this Agreement shall be deemed effective upon delivery to the party to whom addressed, provided it is mailed by registered or certified mail, return receipt requested, and addressed as follows:

To SCC:

Summit Computer Corporation
c/o Bell Technologies Inc.
330 Warren Avenue
Fremont, CA 94539

To LICENSOR:

The Community Memory Project
2617 San Pablo Ave
Berkeley CA 94702

Either of the parties may designate any other address for itself by notifying the other in writing of the new address.

Signatures

Community Memory Project:

By: _____

Title: President

Date: 3-22-88

Summit Computer Corporation:

By: _____

Title: President

Date: 3-18-88