



OSF[®] DCE

Software Licensing Kit

To expedite your order, please adhere to the following directions.

1. ORDERING

Please check the appropriate boxes to select Software and/or Support. Complete all applicable sections in full, sign the Master Software and Support Agreement on the following page, and send it with payment to The Open Group. It will be countersigned and a copy will be returned to the Licensee contact. If you would like to receive an original signed document, please complete this form in duplicate. Retain the Terms and Conditions documents for reference.

2. PRICING/PAYMENT

You must include a *check or purchase order*. See the latest revision of the OSF DCE Price List for source and object code fees. If using a purchase order, an original hard copy purchase order *must be submitted*. Faxed copies or photocopies will not be accepted. Telephone orders or a purchase order number alone will not suffice.

3. PURCHASE ORDER LANGUAGE

ATTENTION TO THOSE INTENDING TO USE A PURCHASE ORDER TO LICENSE OUR TECHNOLOGY OR SUPPORT SERVICES:

Notwithstanding any provisions to the contrary on the face or reverse side of your purchase order, or attachments to your purchase order, the purchase order will be used for administrative purposes only. Your license will be subject solely to the terms and conditions of the applicable Master Software License and Support Agreement, and Supplements executed between your Company and The Open Group.

4. MAIL TO:

The Open Group
1010 El Camino Real, Suite 380
Menlo Park, CA 94025, USA
Attention: Software Licensing
+1 650 323 7992

Payment also may be wired to:
Fleet Bank of Massachusetts
One Federal Street, Boston, MA 02211
ABA# 0110 00138
Account 936 3780 852
Open Software Foundation
Re: OSF DCE License Fee

Please check payment method:

- P.O. Number: _____
- Wire Transfer Date: _____
- Check Number: _____

| |
|---------------------------------|
| Agreement Number: |
| Effective Date: |
| PLEASE DO NOT WRITE IN THIS BOX |

The Open Group, a Delaware limited liability company, having its principal place of business at Apex Plaza, Forbury Road, Reading, Berkshire RG1 1AX, UK ("Licensor") and:

("Company") a corporation or registered business having its principal place of business at:

agree that the terms and conditions contained in this Master Software License and Support Agreement, including all applicable Master Terms and Conditions and Supplements attached hereto and made a part hereof, shall apply to the licensing or sale of Licensed Programs, Documentation, Software Support Services and Trademarks, as defined below. Additional terms which are specific to each of Licensor's offerings are included in the applicable Supplement(s), attached hereto and made a part of this Agreement. Company contracts for, and Licensor agrees to furnish, those licenses and support services checked below:

Master Software License and Support Agreement for OSF DCE

Master Terms & Conditions

Revision 3.1, July 16, 1999

SOFTWARE - PART I

1. To license DCE source code, you must agree to the terms and conditions contained in the Master Software License Terms & Conditions (Ts & Cs):

1a. Master Software License Ts & Cs (*Rev. 3.1, July 16, 1999*)

1b. If you have an existing agreement, please provide the Agreement Number: _____

2. To specify which category of DCE license applies, please check one of the following (2a thru 2c) from the DCE Standard Supplement (*Rev. 3, February 6, 1992*):

2a. Full Distribution Rights

2b. Limited Distribution Rights

2c. University Site License

If you checked 2a, you have the option to select a commercial site license for an additional fee as specified

in the DCE Price List:

2d. Commercial Site License

3. To license DCE Validation Test Suite (VTS) source code you must check box 3a:

3a. DCE Validation Test Suite Standard Supplement (*Rev. 1, December 1, 1992*)

SUPPORT - PART II

4. To obtain DCE software support, you must agree to the terms and conditions contained in the Master Software Support Ts & Cs by checking box 4a:

4a. Master Software Support Ts & Cs (*Rev. 3.1, July 16, 1999*)

4b. If you have previously agreed to the terms of the Master Software Support Ts & Cs (*Rev. 1, October 15, 1991 or Rev. 2, February 6, 1992*), please provide the Agreement Number: _____

To specify which category of service applies, please check the following:

4c. DCE Full Service

Company acknowledges that Company has read this Agreement, including the applicable Master Terms and Conditions and Supplements indicated above, understands it, and agrees to be bound by its terms and conditions. Company agrees that this Agreement, including the applicable Master Terms and Conditions and Supplements indicated above, in unmodified form, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications and agreements, whether verbal or written, between the parties' representatives, including the terms and conditions of Company's purchase order. Company agrees that the individual signing below is an authorized representative of Company.

Licensee (Company Name)

Authorized Signature

Printed Name

Title

Date

THE OPEN GROUP

Licensor (Company Name)

Authorized Signature for The Open Group

Printed Name

Title

Date

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