

THE *Open* GROUP

CTL 1.0 Software Licensing Kit

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

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Please check the appropriate boxes to select a CTL 1.0 Software License and/or Support Agreement. Complete all applicable sections in full, sign this CTL 1.0 Software License and/or Support Agreement where indicated on the next page, and send it with payment to The Open Group. The Agreement 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 Open Group Master Terms and Conditions (Part I, Master Software License Terms and Conditions, Part II, Master Software Support Terms and Conditions), and any Supplements, for your reference.

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You **must** include a *check or purchase order with this Software License and/or Support Agreement and Kit*. See the latest revision of the CTL 1.0 Price List for license fees. If using a purchase order, an original hard copy purchase order *must be submitted*. Faxed copies or photocopies, telephone order or a purchase order number alone will not be accepted.

3. PURCHASE ORDER LANGUAGE

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4. MAIL TO:

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

Payment also may be wired to:
Fleet Bank of Massachusetts
One Federal Street, Boston, MA 02211, USA
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Account 936 3780 852
The Open Group
RE: CTL 1.0 License Fee

Please check payment method:

☐ P.O. (Original attached.)

☐ Wire Transfer Date

☐ Check attached. Check # is :

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Effective Date:

PLEASE DO NOT WRITE IN THIS BOX

Software License and Support Agreement for CTL 1.0

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:

(*spell out full business name*)
a corporation or registered business having its principal place of business at:

("Company"), agree that the terms and conditions contained in this Software License and/or Support Agreement for CTL 1.0, including The Open Group Master Terms and Conditions attached hereto and made a part hereof, shall apply to the license of CTL 1.0, Documentation, and Software Support Services, as defined below. Additional terms which are specific to the CTL 1.0 license are attached hereto and made a part of this Agreement. Company contracts for, and The Open Group agrees to furnish, the licenses and support services checked below:

The Open Group Master Terms and Conditions *Revision 3.1, July 16, 1999*

PART I: Master Software License Terms and Conditions

1. To license CTL 1.0, you must agree to Part I of the Open Group Master Terms and Conditions, Revision 3.1 (7.16.99), Part I, the Master Software License Terms and Conditions, ("Master Software License"). The Motif 2.1 Standard Supplement, the CDE 2.1 Standard Supplement (if you are a CDE 2.1 licensee), and the CTL 1.0 Standard Supplement are made a part of the Master Software License, as well. Please check one of the following to indicate your agreement:

1a. Master Software License

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

2. A Motif 2.1 or a CDE 2.1 License is a prerequisite to CTL 1.0 License. Please specify which category of Motif and CDE License you currently have, or are now ordering (subject to a separate license agreement with The Open Group), by checking one of the following :

MOTIF

- 2a. Full Distribution Rights
2b. Developer Distribution Rights
2c. Limited Distribution Rights
2d. University Site License

CDE

- 2e. Full Distribution Rights
2f. Non-Commercial Evaluation Only
2g. University/Non-Profit Research Org. Site

3. To obtain the specific CTL Plug in Module you wish, please check the applicable box below.

CTL 1.0 Plug in Module Motif only (Applicable to all Motif 2.1 Licenses)

CTL 1.0 Plug in Module CDE (Applicable to all CDE 2.1 Licenses)

PART II: Master Software Support Terms and Conditions (Optional)

4. Support for CTL 1.0 is provided pursuant to a Motif Full Service component, as further described in the Software Support Services Feature Chart. To obtain such CTL 1.0 software support, you must agree to Part II of The Open Group Master Terms and Conditions, the Master Software Support Terms and Conditions (Master Support Agreement). Please check the two appropriate boxes below to indicate your order and agreement:

4a. Motif Full Service

4b. Master Support Agreement

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

Company acknowledges that Company has read this Agreement, including The Open Group Master Terms and Conditions, Parts I and II, as applicable, and all applicable Supplements indicated above, ("the Agreement") understands it, and agrees to be bound thereby. Company agrees that this Agreement, 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 any terms and conditions set out on 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

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Title

Date

BUSINESS CORRESPONDENCE & SHIPPING

A countersigned copy of this Software License and/or Support Agreement, as well as any future notices regarding this Agreement, will be sent to the Licensee Contact. All invoices will be sent to the Billing Contact.
Call The Open Group Sales on +1 650 323 7992 for additional information.

LICENSEE

Company

Contact Name

Address

City

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INFORMATION (FTP Contact)

Contact Name

Address

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BILLING

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Address

City

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MEDIA TYPE: FTP Format Only

Login and password authorization will be supplied to the above Information (FTP Contact) representative.

SUPPORT COORDINATORS

Primary (For **Full Service** customers only)

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LICENSE CATEGORY

☐ Independent Software Vendor ☐ Educational Institution

☐ Hardware Vendor ☐ End User ☐ Government

☐ Other (please specify)

CPU

Make/Model

Serial #

Location

Offices

The Open Group / Corporate Headquarters
Apex Plaza, Forbury Road
Reading, Berkshire RG1 1AX, UK
Tel: +44 118 950 8311 Fax: +44 118 950 0110

The Open Group/ North America West
1010 El Camino Real, Suite 380
Menlo Park
CA 94025, USA
Tel: +1 650 323 7992 Fax: +1 650 323 8204

The Open Group / North America East
29B Montvale Ave, Woburn
MA 01801, USA
Tel: +1 781 376 8200 Fax: +1 781 376 9358

The Open Group / Pacific Rim
Kowa Kawasaki Higashiguchi Bldg.19F
1/53 Nisshin-cho, Kawasaki-ku
Kawasaki, Kanagawa 210-0024
Japan
Tel: +81 44 221 2180 Fax: +81 44 221 2181

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