

OSF/Motif[®] **2.1** Software Licensing Kit

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

1. ORDERING

Please check the appropriate boxes to select Software. Complete all applicable sections in full, sign the Master Software Agreement on the following page, and send it with payment to The Open Group. It will be countersigned by The Open Group 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/Motif 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:

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 Agreement, and Supplements executed between your Company and The Open Group.

4. MAIL TO:

The Open Group 44 Montgomery Street, Suite 960 San Francisco, CA 94104-4704, USA Attn: Software Licensing +1 415-374-8280

Payment also may be wired to: Account name: Open Software Foundation HSBC Bank USA 415 Madison Ave, New York, NY 10017, USA Bank A/C # 619744596 Routing/ABA # 021001088 Swift # MRMDUS33RTL

riease 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 Thames Tower, 37-45 Station Road, Reading, Berkshire RG1 1LX, UK ("Licensor") and:

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

agree that the terms and conditions contained in this Master Software License, 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, 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 checked below:

MASTER TERMS AND CONDITIONS Revision 3.1, July 16, 1999

SOFTWARE

Master

License

for

Software

Agreement

OSF/Motif

- 1. To license OSF/Motif, you must agree to the terms and conditions contained in the Master Software License Terms & Conditions (Ts & Cs):
 - d 1a. Master Software License Ts & Cs (Rev. 3.1, July 16, 1999)
 - O 1b. If you have an existing agreement, please provide the Agreement Number:
- For new and existing OSF/Motif Licensees: To specify which category of OSF/Motif license applies, and replace the terms of your existing OSF/Motif Standard Supplement with the OSF/Motif 2.1 Standard Supplement (Rev. 1, March, 1997), please check one of the following (2a through 2d):
 - o 2a. Full Distribution Rights

O 2b. Developer Distribution Rights

THE OPEN GROUP

- O 2c. Limited Distribution Rights
- O 2d. University Site License

If you checked 2a, 2b or 2c, you have the option to license one of the following for an additional fee as specified in the OSF/Motif Price List:

- 2e. Developer Site License
- o Single Site
- o Multi Site

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)	Licensor (Company Name)
Authorized Signature	Authorized Signature for The Open Group
Printed Name	Printed Name
Title	Title
Date	Date

BUSINESS CORRESPONDENCE & SHIPPING

A countersigned copy of the Master Software License, 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. Shipments cannot be made to post office boxes.

LICENSEE	SHIPPING	
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Contact Name	Contact Name	
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City	City	
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Country	Country	
Phone/Fax	Phone/Fax	
ROYALTY REPORTING	BILLING	
Contact Name	Contact Name	
Address	Address	
		
City	City	
State/Province Zip	State/Province	Zip
Country		
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LICENSE CATEGORY	CPU	
-		
☐ Independent Software Vendor ☐ Educational Instit	ution Make/Model	
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Other (please specify)	Location	

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