

THIS SHEET CONTAINS THE AT&T LIMITED USE SOFTWARE LICENSE AGREEMENT.

YOU SHOULD READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU USE THE ENCLOSED DISKETTE(S) AND THE DOCUMENTATION. ONCE YOU HAVE READ THIS LICENSE AGREEMENT AND AGREE TO ITS TERMS, YOU MAY USE THE SOFTWARE. BY USING THE SOFTWARE YOU SHOW YOUR ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT. THE AGREEMENT IS IN EFFECT FROM THEN UNTIL YOU RETURN ALL THE SOFTWARE TO AT&T.

IN THE EVENT THAT YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS LICENSE AGREEMENT, RETURN THE UNUSED SOFTWARE AND DOCUMENTATION TO THE LOCATION WHERE YOU OBTAINED THE SOFTWARE.

LIMITED USE SOFTWARE LICENSE AGREEMENT

The terms and conditions of this Agreement will apply to the SOFTWARE supplied herewith and derivatives obtained therefrom, including any copy. The term SOFTWARE includes programs and related documentation supplied herewith.

If you have executed a separate Software Agreement covering the Software supplied herewith such Software Agreement will govern.

1. TITLE AND LICENSE GRANT

The SOFTWARE is copyrighted and/or contains proprietary information protected by law. All SOFTWARE, and all copies thereof, are and will remain the sole property of AT&T or its suppliers. AT&T hereby grants you a personal, non-transferable and non-exclusive right to use in the United States, Puerto Rico and Canada, all SOFTWARE, in whatever form recorded, which is furnished to you under or in contemplation of this Agreement. This grant is limited to use on a single processor at a time. Any other use of this SOFTWARE or removal of the SOFTWARE from a country in which use is licensed shall automatically terminate this license.

Use of SOFTWARE anywhere except in the United States, Puerto Rico and Canada, may in addition to the terms and conditions of this License Agreement, be subject to the terms and conditions of a separate written agreement signed by the user.

You agree to obtain prior AT&T approval for multi-processor usage.

You agree to use your best efforts to see that any user of the SOFTWARE licensed hereunder complies with the terms and conditions of this License Agreement and refrains from taking any steps, such as reverse assembly or reverse compilation to derive a source code equivalent of the SOFTWARE.

2. SOFTWARE USE

The SOFTWARE,

1. together with any archive copy thereof, shall be either returned to AT&T or destroyed when no longer used in accordance with this License Agreement, or when the right to use the software is terminated and

2. shall not be removed from a country in which use is licensed.

3. LIMITED WARRANTY

A. AT&T warrants that the SOFTWARE will be in good working order and will replace, without charge, any SOFTWARE which is not in good working order if returned to the location where you obtained it within ninety (90) days of delivery to you.

B. AT&T does not warrant that the functions of the SOFTWARE will meet your requirements or that SOFTWARE operation will be error-free or uninterrupted.

C. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE, OR INABILITY TO USE THE SOFTWARE.

D. Unless a separate agreement for software maintenance is entered into between you and AT&T, AT&T bears no responsibility for supplying assistance for fixing or for communicating known errors to you pertaining to the SOFTWARE supplied hereunder.

E. AT&T, ITS AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states or other jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from one state or jurisdiction to another.

4. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITIES

A. YOU AGREE THAT YOUR SOLE REMEDY AGAINST AT&T, ITS AFFILIATES, CONTRACTORS, SUPPLIERS, AND AGENTS FOR LOSS OR DAMAGE CAUSED BY ANY DEFECT OR FAILURE IN THE SOFTWARE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THE REPLACEMENT OF AT&T FURNISHED SOFTWARE. THIS SHALL BE EXCLUSIVE OF ALL OTHER REMEDIES AGAINST AT&T, ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, EXCEPT FOR YOUR RIGHT TO CLAIM DAMAGES FOR BODILY INJURY TO ANY PERSON.

B. Regardless of any other provisions of this Agreement, neither AT&T nor its affiliates, contractors, suppliers or agents shall be liable for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with the use, operation, or inability to use the SOFTWARE or for damages due to causes beyond the reasonable control of AT&T, its affiliates, contractors, suppliers and agents attributable to any service, products or action of any other person.

C. For SOFTWARE licensed in the United States and Puerto Rico, this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. For SOFTWARE licensed in Canada, this Agreement shall be construed in accordance with and governed by the laws of Ontario.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND THAT BY USING THE SOFTWARE YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR SEPARATE WRITTEN AGREEMENTS BETWEEN AT&T AND YOU, THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR ORAL AGREEMENTS, PROPOSALS, OR UNDERSTANDINGS, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

EXHIBIT A

KSS: Help DRIVER Program License Agreement

This is a legal agreement between you, the end user, and Comware Incorporated. You should carefully read the following terms and conditions before using the accompanying program. Your initial use of the application program indicates your acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should promptly return the application program to the place where you obtained it.

The accompanying program contains, in part, copyrighted materials that are the property of Comware Incorporated, to wit: the KSS: Help Driver program (DRIVER program). Comware licenses the use of this program by you only in conjunction with your authorized use of the accompanying program. You assume responsibility for the installation and use of, and results obtained from, the DRIVER program.

LICENSE

Unless otherwise prohibited, you MAY, in conjunction with your authorized use of the accompanying program:

- a) copy the DRIVER program into any machine-readable form.
- b) transfer the DRIVER program, along with the accompanying program, with a copy of this Agreement to another party only if the other party agrees to accept from Comware the terms and conditions of this Agreement. If you transfer the DRIVER program, you must at the same time either transfer all copies to the same party or destroy any copies not transferred. Comware grants a license to such other party under this Agreement and the other party will accept such license by its initial use of the accompanying program. If you transfer possession of any copy of the DRIVER program to another party, your license is automatically terminated.

You may not reverse assemble or reverse compile the DRIVER program. You may not use, copy, modify or transfer the DRIVER program, except as expressly provided for in this Agreement. You may not sublicense, rent or lease the DRIVER program.

TERM

You may terminate this Agreement at any time by destroying the DRIVER program together with all copies. It will also terminate if you fail to comply with any term or conditions of this Agreement. You agree upon termination to destroy the DRIVER program.

DISCLAIMER OF WARRANTY

THE DRIVER PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DRIVER PROGRAM IS WITH YOU. SHOULD THE DRIVER PROGRAM PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF REMEDIES

IN NO EVENT WILL COMWARE BE LIABLE TO YOU FOR ANY DAMAGES OR ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DRIVER PROGRAM, EVEN IF COMWARE OR THE PLACE WHERE YOU OBTAINED THE DRIVER PROGRAM AND THE ACCOMPANYING PROGRAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL

You agree that you will look only to the place where you obtained the program, and not to Comware, for any support, maintenance, assistance or the like with respect to the DRIVER program and the accompanying program, and that Comware shall have no liability to you in relation to these programs.

This agreement will be construed under the applicable laws of the State of OHIO.