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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City State/Country Zip Code

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Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey C. Whitley

Name of Person Signing


Signature

9/4/01

Date Signed

ASSET PURCHASE AGREEMENT

by and between

ALLEN-BRADLEY COMPANY, LLC

and

SEQUENCIA CORPORATION

Dated as of October 24, 2000

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EXHIBITS

- Exhibit A - Form of Marketing Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of October 24, 2000 by and between ALLEN-BRADLEY COMPANY, LLC, a Delaware limited liability company ("Buyer"), and SEQUENCIA CORPORATION, a Delaware corporation ("Seller").

W I T N E S S E T H :

WHEREAS, Seller, among other things, is engaged in the Business (as defined herein);

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Assets (as defined herein), and Seller desires to transfer, and Buyer desires to assume, the Assumed Liabilities (as defined herein), all pursuant to the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Action" means any action, suit, arbitration, mediation, investigation or other proceeding by or before any arbitrator, mediator, court or other Governmental Entity.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Asset Purchase Agreement, as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Assets" shall have the meaning set forth in Section 2.1(a).

"Assumed Liabilities" shall have the meaning set forth in Section 3.1.

"Batch Application Products" means software modules which perform supervisory sequencing for batch control and plant floor automation, including control recipe

execution, real time data collection and event logging, equipment dependent recipe authoring from plant floor automation products and recipe and instruction depiction.

"Business" shall mean the rpmSeries plant floor application software product line, including the oBatch, eProcedure, sProduction and mTrack software modules, and related product development, training, support and engineering.

"Business Employee" shall have the meaning set forth in Section 8.1(a).

"Business Intellectual Property" means all Intellectual Property that is owned or used by Seller Relating to the Business and listed on Schedule 2.1(a).

"Buyer" shall have the meaning set forth in the preamble to this Agreement.

"Buyer Group" shall have the meaning set forth in Section 11.1.

"Buyer Indemnity Claims" means any indemnifiable Damages with respect to which any member of the Buyer Group has made a claim pursuant to Section 11.1.

"Buyer Setoff Amount" shall mean any Buyer Indemnity Claims outstanding between the Effective Time and the time of the relevant payment to be made by Buyer to Seller under this Agreement for which the Buyer Setoff Amount is being determined to the extent the same have not previously been (a) paid directly by Seller or (b) set off against amounts owing to Seller.

"CES Agreements" shall have the meaning set forth in Section 8.6(b).

"CES Expenses" shall have the meaning set forth in Section 8.6(b).

"Closing" shall have the meaning set forth in Section 5.1.

"Closing Date" shall have the meaning set forth in Section 5.1.

"Closing Payment" shall have the meaning set forth in Section 4.2.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Comdisco Note" shall have the meaning set forth in the definition of Debt for Borrowed Money.

"Comdisco Payoff" shall have the meaning set forth in Section 4.2(b).

"Common Stock" means the Common Stock, \$.001 par value, of Seller.

"Consents" means consents, waivers, approvals, allowances, novations, authorizations, filings, registrations and notifications.

"Continuing Employees" means those employees of Seller set forth on Schedule 9.1 who accept Buyer's offer of employment and who actually commence such employment with Buyer effective as of the Effective Time.

"Contracts" means all contracts, commitments, license agreements, guarantee agreements, purchase orders, sales orders, agreements, sales representation agreements, warranties, leases of real and personal property, credit agreements, indentures, mortgages, instruments and other agreements (in each case, whether oral or written), including, in each case, all amendments, modifications and supplements thereto and waivers and consents thereunder.

"Damages" means any and all losses, Liabilities, claims, damages, deficiencies, obligations, fines, judgments, assessments, payments, Taxes, Liens, costs and expenses (including, without limitation, the costs and expenses of any and all Actions or other legal matters; out-of-pocket expenses and reasonable attorneys', accountants' and other experts' fees and expenses incurred in investigating, preparing for or defending against any such Actions or other legal matters or in asserting, preserving or enforcing an Indemnitee's rights hereunder; and any losses that may result from the granting of injunctive relief as a result of any such Actions or other legal matters).

"Debt for Borrowed Money" shall mean an amount, as of the Closing Date, equal to the then outstanding principal of, and accrued and unpaid interest on, and any premiums, prepayment fees and penalties due, payable upon prepayment and full satisfaction on the Closing Date of, all indebtedness for money borrowed by Seller under (i) the Loan and Security Agreement by and between Seller and Silicon Valley Bank dated October 30, 1998, as amended and modified as of the Closing Date, (ii) the Subordinated Unsecured Promissory Note by and between Seller and Honeywell International Inc. dated June 3, 1999 and (iii) the partial payment sufficient for the termination of the lien on the equipment included in the Assets held by Comdisco, Inc. under a Master Lease Agreement with Seller dated September 30, 1999.

"Earn-Out Payment" and "Earn-Out Payments" means, individually and collectively, the First Earn-Out Payment, the Second Earn-Out Payment or the Third Earn-Out Payment.

"Earn-Out Period" means the period between and including (i) the Closing Date and the date six months after the Closing Date, in the case of the First Earn-Out Payment, (ii) the Closing Date and the first anniversary of the Closing Date, in the case of the Second Earn-Out Payment, and (iii) the first day after the first anniversary of the Closing Date and the second anniversary of the Closing Date, in the case of the Third Earn-Out Payment.

"Effective Time" shall have the meaning set forth in Section 5.1.

"Embedded Code" shall have the meaning set forth in Section 6.6(c).

"Employment Agreement" means the employment agreement between Buyer and Ralph Kappelhoff.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person which, together with Seller, is or was treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"Financial Statements" shall have the meaning set forth in Section 6.4.

"First Earn-Out Payment" shall have the meaning set forth in Section 4.3.

"First Earn-Out Payment Date" shall have the meaning set forth in Section 4.3.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Entity" means any federal, state or local government or any court, arbitral tribunal, administrative or regulatory agency or commission or other governmental authority or agency, domestic, foreign or international.

"Indemnifying Party" shall have the meaning set forth in Section 11.3.

"Indemnitee" means any member of the Buyer Group or the Seller Group who or which may seek indemnification under this Agreement.

"Intellectual Property" means (1) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents (including utility and design patents, industrial designs and utility models), patent applications, and patent and invention disclosures, and all other rights of inventorship, worldwide, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof; (2) all trademarks, service marks, trade names, trade dress, logos, business and product names and slogans, worldwide, and all registrations and applications for registration thereof; (3) all copyrights in copyrightable works, and all other rights of authorship, worldwide, and all applications, registrations and renewals in connection therewith; (4) all trade secrets and confidential business and technical information (including ideas, research and development, know-how, formulas, technology, compositions, manufacturing and production processes and techniques, technical data, engineering, production and other designs, drawings, engineering notebooks, industrial models, software and specifications); (5) all computer and electronic data processing programs and software, both source code and object code (including data and related documentation, flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases and similar items), computer applications and operating programs; (6) all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the Laws of any jurisdiction worldwide; and (7) all copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including, without limitation, electronic media).

"Laws" means all laws, statutes, constitutions, treaties, rules, regulations, ordinances, codes, judgments, rulings, orders, writs, decrees, stipulations, injunctions and determinations of all Governmental Entities.

"Liability" means any and all debts, claims liabilities, obligations and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, due or to become due and whenever or however arising.

"Licensed Technology" shall have the meaning set forth in Section 2.1(d).

"Licenses" means all licenses, permits, authorizations, consents, certificates, registrations, variances, exemptions, waivers, franchises and other approvals from any Governmental Entity.

"Lien" means any lien, security interest, pledge, mortgage, charge, restriction, retention of title agreement or other encumbrance of whatever nature.

"Marketing Agreement" means the Commissioned Sales Representative Agreement between Buyer and Seller substantially in the form attached hereto as Exhibit A.

"Material Adverse Effect" means any change in, or effect on, or circumstance, condition or development affecting, Seller that is or is reasonably likely to be materially adverse to (a) the Assets, (b) the Business or (c) the ability of Seller to consummate the transactions contemplated by this Agreement.

"Net Closing Payment" shall have the meaning set forth in Section 4.2.

"Options" means options to purchase shares of Common Stock that are outstanding immediately prior to the Closing.

"Out-of-Pocket Expenses" shall have the meaning set forth in Section 8.6(b).

"Permitted Liens" means Liens for (a) Taxes, assessments and other governmental charges, if such Taxes, assessments or charges shall not be due and payable; (b) landlord's liens; and (c) inchoate workmen's, repairmen's or other similar Liens arising or incurred in the ordinary course of business consistent with past practices in respect of obligations which are not overdue, minor title defects and recorded easements, which workmen's, repairmen's or other similar Liens, minor title defects and recorded easements do not, individually or in the aggregate, impair the continued use, occupancy, value or marketability of title of the property to which they relate or the Business, assuming that the property is used on substantially the same basis as such property is currently being used by Seller.

"Person" means any individual, partnership, joint venture, trust, corporation, limited liability entity, unincorporated organization or other entity (including a Governmental Entity).

"Plan" shall have the meaning set forth in Section 6.13(b).

"Premises" shall have the meaning set forth in Section 8.6(a).

"*processPoint* Business" means a web-based, collaborative, business-to-business e-commerce service providing new product development and collaborative manufacturing to the process industries using *processPoint* Software.

"*processPoint* Software" means software which performs trading partner management, recipe transformation down to the master recipe level, equipment independent authoring, equipment dependent editing of transformed master recipes, plant capabilities specifications and mapping and recipe and instruction depiction.

"Product Sales" means, with respect to any specified period, (A) the product of (i) the number of units of the rpmSeries Products sold by Buyer and its Affiliates or by Seller and its Affiliates on Buyer's behalf, multiplied by (ii) an amount equal to 75 percent of the Buyer's published list price then in effect for the rpmSeries Products; provided, however, that the number of units in clause (i) shall not include (a) demonstration or promotional units limited by disabling features to a reasonable trial use period or (b) additional units provided at no charge pursuant to the terms existing at the Effective Time of the Global Software License Agreement by and between Seller and The Procter & Gamble Manufacturing Company dated July 24, 1998 and (B) actual revenues received by Buyer and its Affiliates that derive from the sublicense or sale of source code from rpmSeries Products to any Person, including original equipment manufacturers and value added resellers, other than standard sublicenses granted in connection with the sale of the rpmSeries Products that do not result in any additional revenue to Buyer or its Affiliates in excess of the amount included in Product Sales pursuant to clause (A) above.

"Product Sales Report" shall have the meaning set forth in Section 4.8.

"Purchase Price" shall have the meaning set forth in Section 4.1.

"Related to" or "Relating to" means related primarily to, used primarily in, arising primarily from, or held primarily for use in, the Business prior to the Closing, or otherwise necessary for the operation, as presently conducted, of the Business.

"Retained Agreements" shall have the meaning set forth in Section 2.1(e).

"Retained Assets" means all other tangible and intangible assets of Seller other than the Assets, including, without limitation:

- (i) all bank accounts of Seller and cash contained therein at the Effective Time;
- (ii) all accounts receivable of Seller and the proceeds therefrom;
- (iii) all rights in and use of (other than to the extent provided for in Section 8.5) the names "Sequencia," "sRecipe," "gRecipe," and "*processPoint*TM" and all

corporate symbols and logos related thereto and all names, trademarks, trade names and service marks which include such names or any derivative thereof, and any and all goodwill represented thereby and pertaining thereto, including the universal resource locators, "www.processpoint.com" and "www.sequencia.com";

(iv) all Contracts of Seller other than the Seller Contracts;

(v) all insurance policies of Seller, subject to Buyer's rights to the benefits thereof to the extent they (A) relate to any of the Assets or Assumed Liabilities and (B) do not relate to any of the Retained Assets or the Retained Liabilities;

(vi) all refunds of Taxes attributable to payments of Taxes made prior to the Effective Time;

(vii) all books and records of Seller (other than those solely relating to the Assets or the Assumed Liabilities);

(viii) all Intellectual Property other than the Business Intellectual Property;

(ix) all outstanding shares of Sequencia GmbH and Sequencia UK Ltd.;

(x) all security deposits made in connection with facilities leases other than facilities leases constituting Assets; and

(xi) the computer network system (consisting of the servers and related hardware and operating system software related to the operation of such hardware) located at Seller's headquarters offices.

"Retained Employee" shall have the meaning set forth in Section 8.2(a).

"Retained Liabilities" shall have the meaning set forth in Section 3.2.

"Rockwell" means Rockwell International Corporation.

"rpmSeries Products" means the plant floor application software suite consisting of the oBatch, mTrack, eProcedure and sProduction software modules.

"Second Earn-Out Payment" shall have the meaning set forth in Section 4.4.

"Second Earn-Out Payment Date" shall have the meaning set forth in Section 4.4.

"Seller" shall have the meaning set forth in the preamble to this Agreement.

"Seller Contract" means each Contract set forth on Schedule 2.1(a).

"Seller Group" shall have the meaning set forth in Section 11.2.

"Seller's Knowledge" means the knowledge of any of (a) the following employees of Seller: Michael Saucier, Robert G. Pape, Ralph Kappelhoff, Ray Hall, Mike Rischard, Amy Erwin, Thomas Comstock and Derek Cunniam and (b) Patrick McGivney if any of them is actually aware of such fact or other matter after reasonable (within the scope of such person's position with or on behalf of Seller) inquiry and review of applicable records relating to such fact or other matter.

"Service Fees" shall have the meaning set forth in Section 8.6(b).

"Tax" or "Taxes" means all taxes, charges, duties, fees, levies or other assessments, including, without limitation, income, excise, property, sales, use, gross receipts, recording, insurance, value added, profits, license, withholding, payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any Governmental Entity, and including any interest, penalties and additions attributable thereto.

"Third Earn-Out Payment" shall have the meaning set forth in Section 4.5.

"Third Earn-Out Payment Date" shall have the meaning set forth in Section 4.5.

"Transaction Agreements" shall have the meaning set forth in Section 13.10.

"Transfer Taxes" shall have the meaning set forth in Section 13.7.

"XML Interface" shall have the meaning set forth in Section 8.8(a).

"XML Schemas" shall have the meaning set forth in Section 8.8(a).

"Vacation Accrual" means, for each Continuing Employee set forth on Schedule 9.1, the amount set forth opposite such Continuing Employee's name on Schedule 9.1.

"Vested Option" means each outstanding Option which is exercisable on the Closing Date.

"WARN Act" shall have the meaning set forth in Section 13.18.

ARTICLE II

SALE AND PURCHASE OF ASSETS

Section 2.1. Sale and Purchase of Assets. (a) Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties contained herein, for the consideration specified in Section 4.1, Seller hereby sells, assigns, conveys, transfers and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to all of the assets, properties and rights set forth on Schedule 2.1(a) (collectively, the "Assets"), free and clear of all Liens, except for Permitted Liens, as the same shall exist on the Closing Date.

(b) Anything contained herein to the contrary notwithstanding, the Assets hereby sold, assigned, conveyed, transferred and delivered to Buyer hereunder exclude, and Seller will retain, the Retained Assets.

(c) Anything contained herein to the contrary notwithstanding, this Agreement will not constitute an assignment, an attempted assignment or an agreement to assign any Seller Contract or License if an assignment or attempted assignment of the same without the Consent of any other party or parties thereto would constitute a breach thereof or in any way impair the rights of Seller or Buyer thereunder. Seller will use its reasonable best efforts (at Seller's expense), and Buyer will cooperate (it being understood that such cooperation will not include any requirement to pay any consideration or offer or grant any financial accommodation) in all reasonable respects with Seller, to obtain all Consents and to resolve all impracticalities of assignments or transfers necessary to sell, assign, convey, transfer and deliver to Buyer the Assets. If any such Consent is not obtained or if an attempted assignment would be ineffective or would impair Seller's or Buyer's rights under any Seller Contract or License so that Buyer would not receive all such rights, then (1) Seller will (x) ensure that the full benefits of any such Seller Contract or License are provided or caused to be provided to Buyer, and (y) pay promptly or cause to be paid promptly to Buyer when received all monies and other properties received by Seller or any of its Affiliates with respect to any thereof; and (2) if Seller provides or causes to be provided to Buyer the full benefits thereof, Buyer will perform and discharge on behalf of Seller, all of Seller's liabilities, obligations or commitments thereunder which are Assumed Liabilities in accordance with the provisions thereof.

(d) Buyer and Seller hereby agree that the software code and documentation set forth on Schedule 2.1(d) (the "Licensed Technology") shall be included among the Assets. Effective immediately after the Effective Time, Buyer hereby grants to Seller and Seller hereby accepts a perpetual, royalty-free, world-wide, irrevocable, and non-exclusive license to (i) the utilities and documentation or portions thereof specifically related to the utilities included in the Licensed Technology to make, have made, use, reproduce, improve, import, sell (including sublicensing) or otherwise dispose of or transfer or to practice any process or make any derivative works of such Licensed Technology and (ii) the remainder of the Licensed Technology, including the editors and related documentation, to make, have made, use, reproduce, improve, import, sell (including sublicensing) or otherwise dispose of or to practice any process or make any derivative works of such Licensed Technology solely in connection with the *processPoint* Business, the non-exclusive license in this clause (ii) being transferable only in connection with the sale by Seller of substantially all of its *processPoint* Business. Except as expressly provided in this Section 2.1(d), none of the Intellectual Property rights of Buyer in the Licensed Technology shall be licensed or transferred by Seller to any third party.

(e) Buyer hereby also grants to Seller and Seller hereby accepts a limited license to the Business Intellectual Property and Licensed Technology for the sole purpose of continuing to manufacture and support materials or products licensed to persons pursuant to the agreements set forth on Schedule 2.1(e) (the "Retained Agreements"). Seller and Buyer agree (i) that the license granted in this paragraph with respect to each Retained Agreement will extend until the expiration date of the Retained Agreement or, except for AstraZeneca, an earlier

termination date requested by Buyer in accordance with the terms of the applicable Retained Agreement (and Seller will take all action necessary to effect such early termination) and (ii) to cooperate with each other to provide product and services pursuant to the Retained Agreements.

ARTICLE III

ASSUMPTION OF LIABILITIES

Section 3.1. Assumed Liabilities. Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties contained herein, in consideration for the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer, Buyer hereby assumes and undertakes to pay, perform and discharge when due, in accordance with the terms thereof, only (a) the express contractual performance obligations of Seller to be performed after the Effective Time in the ordinary course of business arising under the Seller Contracts, other than amounts payable at the Effective Time under any Seller Contract, (b) the aggregate Vacation Accrual for Continuing Employees as of the Closing Date as set forth on Schedule 9.1, (c) the deferred support/maintenance obligations under the agreements set forth on Schedule 2.1(a) under the caption "Maintenance & Support Agreements" and (d) the other Liabilities set forth on Schedule 9.1. The Liabilities hereby assumed by Buyer are herein referred to as (the "Assumed Liabilities"). Buyer will assume no other Liabilities whatsoever.

Section 3.2. Retained Liabilities. Anything contained herein to the contrary notwithstanding, neither Buyer nor any Affiliate of Buyer will assume or undertake to pay, perform or discharge and none thereof will be liable for, and Seller will remain liable for and pay, perform and discharge when due, all Liabilities of Seller, other than the Assumed Liabilities (collectively, the "Retained Liabilities").

ARTICLE IV

PURCHASE PRICE

Section 4.1. Purchase Price. Subject to the terms and conditions set forth herein, in consideration for the sale, assignment, conveyance, transfer and delivery of the Assets and the covenants of Seller in Sections 8.1 and 8.2 and Article XII of this Agreement, Buyer (a) will pay to Seller the amounts set forth in Sections 4.2, 4.3, 4.4 and 4.5 (collectively, the "Purchase Price"), and (b) hereby assumes the Assumed Liabilities.

Section 4.2. Closing Date Payments. (a) On the date hereof, Buyer shall pay to Seller, by wire transfer of immediately available U.S. Dollars to a trust account held by Seller's attorneys for the benefit of Seller, an amount equal to Six Million Dollars (\$6,000,000) (the "Closing Payment"), plus (a) \$200,674 for additional equipment included in Part I of Schedule 2.1(a), plus (b) \$171,167 to reimburse Seller for the Vested Option Gross-Up (as defined in Section 8.1(b)), minus (c) \$141,601, the amount opposite the line item "Total Deferred Support Amount" set forth on Schedule 4.2(a) (the "Net Closing Payment").

(b) Subject to Buyer having made payment of an amount equal to the Net Closing Payment, less \$500,000 (the "Comdisco Payoff") required by Section 4.2(a) and payment to Comdisco, Inc. of the Comdisco Payoff and prior to the release of any part of the Net Closing Payment to Seller, Seller shall (i) instruct its attorneys to immediately wire payments for the Debt for Borrowed Money in accordance with a settlement statement in the form attached as Schedule 4.2(b) signed by both parties and delivered to Buyer's attorneys prior to the Closing (the "Settlement Statement") and (ii) deliver to Buyer a letter from each of Silicon Valley Bank and Comdisco, Inc. in the form approved by Buyer prior to the Closing acknowledging that the amount to be paid to such creditor pursuant to the Settlement Statement is sufficient to (A) satisfy in full such creditor's respective Debt for Borrowed Money and (B) release any and all pledges, mortgages and security agreements relating to the Assets held by such creditor, whether with respect to such Debt for Borrowed Money or otherwise. Immediately upon the release of the wire payments set forth in the Settlement Statement by Seller's attorneys, the delivery of all such letters by Seller, and the delivery to Buyer of written acknowledgements from such creditors that such wire payments have been received, Seller's attorneys shall release the remaining proceeds of the Net Closing Payment to Seller.

Section 4.3. First Earn-Out Payment. Subject to Section 4.6, within 60 days after March 28, 2001 (the "First Earn-Out Payment Date"), Buyer will pay to Seller, by wire transfer of immediately available U.S. Dollars to a bank account designated by Seller, an amount (if greater than zero) equal to the remainder of (a) 1.8 times the Product Sales for the period beginning on the Closing Date and ending on the date six months after the Closing Date, minus Six Million Dollars (\$6,000,000) (the "First Earn-Out Payment"), minus (b) any Buyer Setoff Amount; provided, however, that no such payment will be made if Seller shall be in breach or violation of any of its covenants under Section 8.1 or 12.1 of this Agreement; provided, further, that the First Earn-Out Payment shall not be less than Zero Dollars (\$0).

Section 4.4. Second Earn-Out Payment. Subject to Section 4.6, within 60 days after September 30, 2001 (the "Second Earn-Out Payment Date"), Buyer will pay to Seller, by wire transfer of immediately available U.S. Dollars to a bank account designated by Seller, an amount equal to the remainder (if greater than zero) of (a) 1.8 times the Product Sales for the period beginning on the Closing Date and ending on the first anniversary of the Closing Date, minus the sum of (x) Six Million Dollars (\$6,000,000) and (y) the First Earn-Out Payment (the "Second Earn-Out Payment"), minus (b) any Buyer Setoff Amount; provided, however, that no such payment will be made if Seller shall be in breach or violation of any of its covenants under Section 8.1 or 12.1 of this Agreement; provided, further, that the Second Earn-Out Payment shall not be less than Zero Dollars (\$0).

Section 4.5. Third Earn-Out Payment. Subject to Section 4.6, within 60 days after September 30, 2002 (the "Third Earn-Out Payment Date"), Buyer will pay to Seller, by wire transfer of immediately available U.S. Dollars to a bank account designated by Seller, an amount equal to the remainder (if greater than zero) of (a) 1.65 times the Product Sales for the period beginning the first day after the first anniversary of the Closing Date and ending on the second anniversary of the Closing Date, minus the sum of (x) Six Million Dollars (\$6,000,000), (y) the First Earn-Out Payment and (z) the Second Earn-Out Payment (the "Third Earn-Out Payment"),

minus (b) any Buyer Setoff Amount; provided, however, that no such payment will be made if Seller shall be in breach or violation of any of its covenants under Section 8.1 or 12.1 of this Agreement; provided, further, that the Third Earn-Out Payment shall not be less than Zero Dollars (\$0).

Section 4.6. Limitation on Purchase Price. Notwithstanding anything to the contrary, Buyer and Seller agree that:

(a) the aggregate sum of the Closing Payment, plus the Earn-Out Payments shall not exceed Thirty-One Million Dollars (\$31,000,000); and

(b) any Earn-Out Payment determined in accordance with Sections 4.3, 4.4 or 4.5 will be reduced by the amount necessary so that such Earn-Out Payment, when aggregated with the Closing Payment and any Earn-Out Payment previously determined pursuant to this Agreement will not cause the sum of the Closing Payment, plus the Earn-Out Payments, to exceed Thirty-One Million Dollars (\$31,000,000).

Section 4.7. Indemnity Claims. Within 10 days after (a) any Buyer Indemnity Claim is adjudicated in favor of Seller by a final non-appealable order of a court of competent jurisdiction or (b) Buyer and Seller agree on the settlement of any Buyer Indemnity Claim in favor of Seller, Buyer will pay to Seller by wire transfer of immediately available U.S. Dollars to a bank account designated by Seller, the positive remainder of any amounts owed to Seller with respect to such Buyer Indemnity Claim and previously withheld from the First Earn-Out Payment, the Second Earn-Out Payment or the Third Earn-Out Payment, minus the aggregate amount of all Buyer Indemnity Claims which remain unresolved at that time, plus interest at the rate of five percent (5%) per annum calculated from the date such amount was originally withheld from the relevant Earn-Out Payment.

Section 4.8. Audit Rights. Within 30 days after the end of each fiscal quarter, Buyer shall provide Seller with a quarterly report of the Product Sales for that portion of the relevant Earn-Out Period, which report shall not be binding upon Buyer. In addition, Buyer shall provide Seller with a report (a "Product Sales Report"), certified by the Chief Financial Officer of its appropriate business unit and binding upon Buyer, of the Product Sales on or prior to the relevant Earn-Out Payment Date, specifying (i) the amount of the Product Sales during the relevant Earn-Out Period based on sales by Buyer and its Affiliates and sales by Seller on Buyer's behalf and (ii) the amount of revenue received by Buyer and its Affiliates that derive from the sublicense or sale of source code from rpmSeries Products to any Person, including original equipment manufacturers and value added resellers, other than standard sublicenses granted in connection with the sale of the rpmSeries Products that do not result in any additional revenue to Buyer or its Affiliates in excess of the amount included in clause (i) above. With respect to any Product Sales Report, Seller shall have the right to review all accounting records relevant to the making of such determinations by Buyer of the Product Sales. In the event that Seller disagrees with any determination made by Buyer, Seller shall deliver to Buyer, within 60 days after receipt of any Product Sales Report from Buyer, a written statement specifying the nature and reasons for Seller's disagreement with Buyer's determination; provided, that the

amount determined by Buyer shall be promptly paid to Seller while the parties resolve such disagreement as herein provided. If Buyer, on the one hand, and Seller, on the other hand, are unable to resolve any such disagreement within 30 days after receipt by Buyer of the written statement from Seller, the matter shall be submitted to an independent public accounting firm, which shall be Deloitte & Touche, LLP (other than the Deloitte & Touche, LLP office located in Milwaukee, Wisconsin or Phoenix, Arizona), who will be given reasonable access to the books and records of Buyer relevant to the Product Sales for the purposes of auditing the Product Sales. Buyer and Seller shall use reasonable best efforts to cause the accounting firm to complete its audit within 90 days of its submission by Buyer and Seller. Such determination shall be, absent manifest error, final, conclusive and binding upon Buyer and Seller. The fees and expenses for the independent accounting firm (A) shall be paid by Seller if the accounting firm determines that Product Sales for the relevant period were at least 90% of the amount set forth in Buyer's binding Product Sales Report, or (B) shall be paid by Buyer in any other case.

ARTICLE V

CLOSING

Section 5.1. Closing. The closing of the purchase and sale of the Assets and the assumption of the Assumed Liabilities (the "Closing") will take place at the offices of Osborn Maledon, P.A., 2929 N. Central Avenue, Phoenix, Arizona 85012, at 10:00 a.m. local time, on the date hereof (the "Closing Date"). The Closing will be deemed to be effective at the close of business on the Closing Date (the "Effective Time").

Section 5.2. Closing Deliveries of Seller. At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

- (i) such bills of sale and instruments of assignment, conveyance and transfer as shall reasonably be requested by Buyer to effect or evidence the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer;
- (ii) the Employment Agreement executed by Ralph Kappelhoff;
- (iii) the Marketing Agreement executed by Seller;
- (iv) evidence satisfactory to Buyer that Seller has taken all actions required by Section 8.1(b) with respect to Options, including (A) written evidence from each Continuing Employee regarding his or her election to exercise or exchange any Vested Options and his or her acknowledgement of the termination of all unvested Options and (B) evidence of the payment by Seller of the Vested Option Gross-Up to the Internal Revenue Service on behalf of each Continuing Employee who exercised his or her Vested Options;
- (v) consents of landlords to Buyer's assumption of facilities leases set forth under the caption Leases on Part II of Schedule 2.1(a);

(vi) any lender consents;

(vii) consent to the assignment of each Seller Contract required by Buyer to be obtained prior to the Effective Time set forth on Schedule 5.2(vii);

(viii) evidence satisfactory to Buyer of the payment in full of all amounts owed by Seller under the Substitute Subordinated Unsecured Promissory Note (the "Honeywell Note") dated June 3, 1999 from Buyer in favor of Honeywell International Inc. ("Honeywell");

(ix) a letter from Comdisco, Inc. addressed to Buyer with respect to the release of its Liens on the Assets upon payment of the Comdisco Payoff and execution of the Amendment No. 1 to Subordinated Loan and Security Agreement by and between Seller and Comdisco, Inc.; and

(x) all documents required to be delivered by Seller to Buyer at the Closing pursuant to this Agreement.

Section 5.3. Closing Deliveries of Buyer. At the Closing, Buyer will deliver or cause to be delivered to Seller the following:

(i) the Net Closing Payment pursuant to Section 4.2;

(ii) the Marketing Agreement executed by Buyer;

(iii) such instruments of assumption as shall reasonably be requested by Seller to effect or evidence the assumption by Buyer of the Assumed Liabilities;

(iv) the Employment Agreement executed by Buyer; and

(v) all documents required to be delivered by Buyer to Seller at the Closing pursuant to this Agreement.

Section 5.4. Successor/Predecessor Tax Withholding Agreements. If applicable, pursuant to Rev. Proc. 96-60, 1996-53 I.R.B. 24, at the Closing, Buyer and Seller will enter into a successor/predecessor tax withholding agreement in form and substance reasonably satisfactory to the parties with respect to any employee engaged in the Business who becomes a Continuing Employee.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 6.1. Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite power and

authority, corporate or otherwise, to own or lease and operate the Assets and to carry on the business conducted by it. Seller is duly qualified to transact business and in good standing as a foreign corporation in each jurisdiction in which the conduct or nature of its business or the ownership, leasing or holding of the Assets by it makes such qualification necessary, except where the failure to be so qualified would not have, individually or in the aggregate, a Material Adverse Effect.

Section 6.2. Authority. Seller has all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and each instrument of transfer and other document delivered or to be delivered by it pursuant to this Agreement and to perform all transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary and proper corporate action on the part of Seller. This Agreement and each instrument of transfer and other document delivered or to be delivered by Seller pursuant to this Agreement has been or will be duly executed and delivered by Seller and constitutes, or when executed and delivered by Seller, will constitute, the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

Section 6.3. No Breach. None of the execution, delivery or performance by Seller of this Agreement or any instrument of transfer or other document delivered or to be delivered pursuant to this Agreement will, with or without the giving of notice or the lapse of time or both, result in the creation of any Lien upon any of the Assets (except for Permitted Liens), or conflict with, or result in a breach or violation of or a default under, or give rise to a right of amendment, termination, cancellation or acceleration of any obligation or to a loss of a benefit under (i) the Articles of Incorporation or By-laws of Seller, (ii) the Seller Contracts, (iii) any other Contract to which Seller is a party or by which any of its assets are bound or (iv) any Law or License or other requirement to which Seller or any of its properties or assets is subject, except, in the case of items (iii) and (iv) above only, for those which would not have, individually or in the aggregate, a Material Adverse Effect.

Section 6.4. Financial Information. Set forth on Schedule 6.4 are the financial statements of Seller for the three years ended December 31, 1998 which have been audited by Deloitte & Touche LLP, independent accountants, and the unaudited financial statements of Seller for the year ended December 31, 1999 and the seven months ended July 31, 2000 (collectively, the "Financial Statements"). The Financial Statements have been prepared from the books, accounts and financial records of Seller (which are maintained in accordance with GAAP) and have been prepared in accordance with the accounting principles described therein applied on a consistent basis. The Financial Statements present fairly the assets and liabilities and revenues and expenses of Seller as of the dates and for the periods therein indicated in accordance with GAAP applied on a consistent basis.

Section 6.5. Taxes. (a) None of the Assets (i) is tax-exempt use property within the meaning of Section 168(h) of the Code, (ii) directly or indirectly secures any debt, the interest on which is exempt under Section 103(a) of the Code, or (iii) is property that is required to be treated as being owned by any Person (other than Seller) pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, and in effect immediately before the enactment of the Tax Reform Act of 1986.

(b) No Liens for Taxes exist with respect to any of the Assets, except for Permitted Liens.

Section 6.6. Proprietary Rights. (a) Set forth on Part III of Schedule 2.1(a) are all patents, patent applications, patent or invention disclosures awaiting filing, copyright applications and registrations, and trademarks and trademark applications and registrations and product software which constitute Business Intellectual Property.

(b) Set forth on Parts II and III of Schedule 2.1(a) are all Contracts relating to the Business Intellectual Property, including the distribution or license of, or royalty payments with respect to, Business Intellectual Property or other Intellectual Property Related to the Business used by Seller, whether as licensor or licensee.

(c) Except for development tools and the rights of third parties to certain Intellectual Property related to software code embedded in the Business Intellectual Property ("Embedded Code"), as set forth on Schedule 6.6(c), which are hereby expressly excluded from the definition of the Assets being sold to Buyer hereunder:

(i) Seller owns all right, title and interest in and to all of the Business Intellectual Property, free and clear of any Liens and free from any requirement of any past, present or future payments (other than maintenance and similar payments), charges or fees or conditions, rights or restrictions;

(ii) to Seller's Knowledge, no Business Intellectual Property or any service rendered by Seller, or any product, process or material developed, manufactured, produced or used by Seller, (A) is alleged to infringe upon or (B) infringes upon any Intellectual Property or other rights owned or held by any other Person;

(iii) the rights of Seller in and to all Business Intellectual Property are valid and enforceable and no Business Intellectual Property is subject to any outstanding Lien, judgment, ruling, order, writ, decree, stipulation, injunction or determination by or with any Governmental Entity, nor is there (or has there been) any pending or, to Seller's Knowledge, threatened, any Action relating to any Business Intellectual Property (including any interference, reissue, reexamination or opposition proceeding or proceeding contesting the rights of Seller to any Business Intellectual Property or the ownership, use, enforceability or validity of any Business Intellectual Property);

(iv) to Seller's Knowledge, there is no infringement or misappropriation of any Business Intellectual Property by any Person;

(v) there are no Contracts between Seller, on the one hand, and any other Person, on the other hand, which may have been terminated or expired prior to the date hereof and under which Seller has granted rights or licenses in any Business Intellectual Property or granted an option to acquire any rights or licenses in any Business Intellectual Property, which rights or licenses or option to acquire survived such termination or expiration;

(vi) Seller has not covenanted or agreed with any Person not to sue or otherwise enforce any legal rights with respect to any Business Intellectual Property; and

(vii) all of trademark, copyright and patent registrations and applications for such registration of Business Intellectual Property are in compliance in all material respects with all applicable Laws (including payment of filing, examination, and maintenance fees and proofs of working or use).

(d) Seller has taken all reasonable steps to protect its right, title and interest in all trademark, copyright and patent registrations and applications for such registrations of Business Intellectual Property and all trade secrets and confidential information included in the Business Intellectual Property. All employees, agents, consultants and other representatives of Seller who have access to confidential or proprietary information Related to the Business have executed and delivered agreements with Seller pertaining to the confidentiality of such information and the assignment, without additional consideration, to Seller of all inventions, discoveries and ideas Related to the Business, whether or not patented or patentable, conceived or reduced to practice during the course of their employment by Seller or its Affiliates.

(e) The Business Intellectual Property, together with (i) any Intellectual Property rights arising from the Seller Contracts and (ii) the development tools and the rights of third parties to certain Intellectual Property related to the Embedded Code, as set forth on Schedule 6.6(c), constitutes all Intellectual Property necessary to conduct in all material respects the Business in the manner currently conducted.

(f) The material Business Intellectual Property was developed entirely by (i) employees of Seller or any Affiliate of Seller during the time they were employees of Seller or any Affiliate of Seller or (ii) Persons who have assigned all of their right, title and interest in and to such Business Intellectual Property to Seller.

Section 6.7. Title to Assets; Owned Real Property. (a) Except as otherwise disclosed in Section 6.6(c) with respect to the Business Intellectual Property, Seller has good, valid and marketable title to all of the Assets, free and clear of all Liens, except for Permitted Liens.

(b) Except as otherwise disclosed in Section 6.6(c) with respect to the Business Intellectual Property, the delivery to Buyer of the bills of sale and other instruments of assignment, conveyance and transfer pursuant to this Agreement will transfer to Buyer good, valid and marketable title to the Assets, free and clear of all Liens, except for Permitted Liens.

(c) Seller does not own any real property.

Section 6.8. Contracts. (a) Except for the Seller Contracts and as set forth on Schedule 6.8(a), Seller is not a party to or bound by any of the following (to the extent they are Related to the Business):

(i) any Contracts (or groups of related Contracts) for the purchase or sale of raw materials, commodities, supplies, products, spare parts or other real, personal or mixed property, or for the furnishing or receipt of services, including, without limitation, customer and supply Contracts, which provide for future payments to or from Seller of Seven Thousand Five Hundred Dollars (\$7,500) or more;

(ii) any Contracts concerning a partnership, joint venture, joint development or other cooperation arrangement;

(iii) any Contracts (or groups of related Contracts) which evidence or relate to, or under which Seller has created, incurred, assumed, secured or guaranteed, any indebtedness for borrowed money, including any foreign currency exchange Contracts;

(iv) any confidentiality and non-disclosure Contracts (other than standard non-disclosure forms signed by employees and customers generally, copies of which have been provided to Buyer);

(v) any Contracts concerning or containing provisions concerning noncompetition;

(vi) any Contracts for the employment of any Business Employee on a full-time, part-time, consulting, independent contractor, leased, temporary or other basis, relating to management services, or relating to the termination, retention or severance of any employees or independent contractors;

(vii) any Contracts under which Seller has advanced or loaned funds to any customers, brokers, distributors, sales representatives, suppliers, manufacturers or Business Employee;

(viii) any Contracts which relate to inventions by employees (other than standard nondisclosure forms signed by employees generally, copies of which have been provided to Buyer);

(ix) any Contracts between Seller and any subsidiary thereof or any Business Employee;

(x) any Contracts under which Seller has guaranteed any indebtedness or obligation of any customers, brokers, distributors, sales representatives, suppliers, manufacturers or Continuing Employees; or

(xi) any Contracts with brokers, distributors, sales representatives, suppliers, manufacturers or other Persons (other than customers who are the end-users of such products) relating to the distribution, sale, supply or manufacture of products.

(b) Seller and, to Seller's Knowledge, the other party or parties thereto, have complied in all material respects with the provisions of each Seller Contract and are not in default thereunder (and there does not exist any condition, circumstances or state of facts which, after notice or lapse of time or both, would constitute a default thereunder by Seller or, to Seller's Knowledge, the other party or parties thereto). Each Seller Contract is legal, valid, binding, enforceable and in full force and effect. Seller has heretofore delivered to Buyer true and complete copies of all written Seller Contracts and a true and complete written summary of all oral Seller Contracts. Schedule 2.1(a) specifically identifies as such all Seller Contracts pursuant to which Seller has granted exclusive rights with respect to the distribution, sale, manufacture or other use of any rpmSeries Products, Business Intellectual Property or other Assets.

(c) Except as set forth on Schedule 2.1(a), each Seller Contract is assignable to Buyer without the Consent of, with or to any third party or any increase in any payment or change in any term provided for thereunder.

Section 6.9. Litigation. (a) Except as set forth on Schedule 6.9, (i) no judgment, ruling, order, writ, decree, stipulation, injunction or determination by or with any arbitrator, court or other Governmental Entity to which Seller or any of its Affiliates is a party or by which Seller or any of its assets is bound, and which relates to or affects the Business, the Assets, the Assumed Liabilities, Seller's ability to consummate the transactions contemplated hereby, this Agreement or the transactions contemplated hereby, is in effect and (ii) neither Seller nor any of its Affiliates is a party to or engaged in or, to Seller's Knowledge, threatened with any Action which relates to or affects the Business, the Assets, the Assumed Liabilities, Seller's ability to consummate the transactions contemplated hereby, this Agreement or the transactions contemplated hereby, and to Seller's Knowledge no event has occurred and no condition exists which could reasonably be expected to result in any such Action.

(b) None of the Actions set forth on Schedule 6.9, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

Section 6.10. Governmental Approvals. No material Consent or order of, with or to any Governmental Entity is required to be obtained or made by or with respect to Seller in connection with the execution and delivery by Seller of this Agreement or the performance by Seller of its obligations hereunder.

Section 6.11. Compliance With Applicable Law. (a) Seller is in compliance in all material respects and has complied in all material respects with all Laws (including all applicable environmental laws) applicable to Seller, the Business, the Assets and the Assumed Liabilities, (b) no claims or complaints from any Governmental Entities or other Persons have been asserted against or received by Seller or any of its Affiliates during the past three years related to or affecting Seller, the Business, the Assets or the Assumed Liabilities and, to Seller's Knowledge, no claims or complaints are threatened, alleging that Seller or any of its Affiliates is in violation

of any Laws or Licenses applicable to Seller, the Business, the Assets or the Assumed Liabilities, and (c) neither Seller nor any of its Affiliates has received notice from any Governmental Entity of any proceedings to take all or any part of the Assets or the Assumed Liabilities by condemnation or right of eminent domain and, to Seller's Knowledge, no such proceedings are threatened, except, in the case of clauses (b) and (c) only, for such, claims, complaints or proceedings which would not have, individually or in the aggregate, a Material Adverse Effect.

Section 6.12. [Intentionally Omitted]

Section 6.13. Employees; Labor Matters; Employee Benefit Plans. (a) Seller is not a party to any collective bargaining agreement or other contract with or commitment to any labor union or association representing any employee of Seller, nor does any labor union or collective bargaining agent represent any employee of Seller. No collective bargaining agreement, contract or other commitment has been requested by, or is under discussion by management of Seller (or any management group or association of which Seller is a member or otherwise a participant) with, any group of employees of Seller or others, nor are there any representation proceedings or petitions seeking a representation proceeding presently pending against Seller with the National Labor Relations Board or any labor relations tribunal, nor, to Seller's Knowledge, are there any other current activities to organize any of Seller's employees into a collective bargaining unit. Except as disclosed on Schedule 6.9, there is no unfair labor practice, discrimination or other charge or complaint pending or threatened against Seller. During the past three years, there has been no labor strike, slow-down, work stoppage, arbitration, grievances or other work-related dispute involving Seller, and no such dispute is now pending or, to Seller's Knowledge, threatened against Seller.

(b) Set forth on Schedule 6.13 are all pension, retirement, savings, profit sharing, deferred compensation, medical, vision, dental or other health plan, disability, accident or life insurance plan, bonus, stock option, stock purchase, incentive or special compensation, severance or similar plan or any other employee benefit plan, program, contract, arrangement, agreement or understanding (whether written or oral) to which Seller or any of its Affiliates has any liability, contributes or is required to contribute, or which Seller or any of its Affiliates thereof sponsors, maintains, participates in or administers or which is otherwise applicable to employees or categories of employees of Seller (collectively, the "Plans").

(c) None of the Plans is subject to Title IV of ERISA or Section 412 of the Code. Neither Seller nor any ERISA Affiliate has, within the six year period preceding the Effective Time, sponsored, maintained, participated in or administered or contributed to or incurred any liability under any terminated, merged or spun-off plan that was subject to the Title IV of ERISA or Section 412 of the Code.

(d) None of Seller or its ERISA Affiliates is or has ever been required to contribute to or incurred any liability under any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

(e) Except as required under Section 4980B of the Code, none of Seller or any of its ERISA Affiliates thereof has any obligation to provide post-retirement health benefits to employees or categories of employees of Seller.

(f) To Seller's knowledge, based on current applicable law, each individual who performs services for Seller has been properly classified as a common law employee, leased employee or independent contractor for all purposes under the Code and ERISA.

Section 6.14. Condition of Assets. All items of personal property included in the Assets are in good operating condition and free from any material defects, reasonable wear and tear excepted, and are suitable for the uses for which they are being used and are performing the functions for which they are intended.

Section 6.15. Absence of Material Adverse Effect and Certain Changes or Events. (a) Except as set forth on Schedule 6.15, no condition, circumstances or state of facts exists and since December 31, 1999 there have not been any events, occurrences, changes or developments, in each case which, individually or in the aggregate, have had or could reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 6.15, from and after December 31, 1999, Seller has conducted the Business in all material respects only in the ordinary course consistent with past practices. Except as set forth on Schedule 6.15, Seller has not:

(i) except for regularly scheduled increases in compensation made in accordance with the ordinary course of business consistent with past practices, made any change in the rate of compensation, commission, bonus or other direct or indirect remuneration payable or to become payable to any of the Continuing Employees or any agents of the Business, or agreed or promised (orally or otherwise) to pay, conditionally or otherwise, any bonus, extra compensation, pension, retirement, allowance, severance or vacation pay or other employee benefit to any of such Continuing Employees or agents;

(ii) (A) entered into any employment or consulting agreement with or for the benefit of any Person referred to in subparagraph (i) above; (B) paid any pension, retirement allowance or other employee benefit not required by any Plan or any existing agreement or arrangement to any Person referred to in subparagraph (i) above or (C) committed itself to any additional pension, savings, profit sharing, bonus, incentive, deferred compensation, stock purchase, stock option, stock appreciation, group insurance, severance pay, retirement or other employee benefit plan, agreement or arrangement, or changed the terms of the Plan or any such existing agreement or arrangement with any Person referred to in subparagraph (i) above;

(iii) amended or renegotiated in any material respect any Seller Contract or terminated (other than by completion thereof) any Seller Contract;

(iv) made any change in Seller's accounting methods, practices or principles;

(v) waived or released any rights or claims Related to the Business of material value against any Person or waived or released any right or claim Related to the Business of material value against any Affiliate of Seller;

(vi) materially changed or modified any of Seller's credit, collection or payment policies, procedures or practices, including acceleration of collections of receivables generated by the Business, failure to make or delay in making collections of receivables generated by the Business (whether or not past due), acceleration of payment of payables or other Liabilities generated by the Business or failure to pay or delay in payment of payables or other Liabilities generated by the Business; or

(vii) entered into any agreement or commitment (other than this Agreement) to take any of the types of action described in subclauses (i) through (vi) of this Section 6.15(b).

Section 6.16. Product Warranty. No product manufactured, sold, leased or delivered or service rendered by Seller Related to the Business is subject to any guarantee, warranty or other indemnity beyond those set forth in the terms and conditions of sale contained in the Seller Contracts.

Section 6.17. Insurance. Schedule 6.17 sets forth a complete list of insurance policies and surety bonds which Seller maintains. All such policies are in full force and effect; all premiums with respect thereto covering all periods up to and including the date hereof have been paid; and no notice of cancellation or termination has been received with respect to any such policy.

Section 6.18. Restrictive Covenants. Neither Seller nor any of its Affiliates is a party to or bound by any covenant not to compete or restricting the development, manufacture, marketing, sale or distribution of, or other right with respect to, the rpmSeries Products or any other products or services Related to the Business.

Section 6.19. Subsidiaries. Set forth on Schedule 6.19 is a complete and accurate list of each subsidiary of Seller. No subsidiary of Seller set forth on Schedule 6.19 owns any assets Related to the Business.

Section 6.20. No Material Misstatement or Omission. To Seller's Knowledge, neither this Agreement (including any schedule or exhibit hereto) nor any other document furnished by or on behalf of Seller in connection herewith or with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made in this Agreement or other document, in light of the circumstances under which they were made, not misleading.

Section 6.21. Brokers. Seller has not authorized any Person to act as broker, finder or in any other similar capacity in connection with the transactions contemplated by this Agreement and the negotiations leading to it which will have a right of payment from or claim against Buyer or any of its subsidiaries or Affiliates.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 7.1. Organization and Standing. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. Buyer is or will be duly qualified to transact business and in good standing as a foreign corporation in each jurisdiction in which the conduct of the Business after the Effective Time or the ownership, leasing or holding of the Assets by it after the Effective Time makes such qualification necessary, except where the failure to be so qualified would not have, individually or in the aggregate, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 7.2. Authority. Buyer has all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and each instrument of assumption and other document delivered or to be delivered by it pursuant to this Agreement and to perform all transactions contemplated hereby and thereby (including owning, leasing or operating the Assets or conducting the Business after the Effective Time). The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and each instrument of assumption and other document delivered or to be delivered by Buyer pursuant to this Agreement has been or will be duly executed and delivered by Buyer and constitutes, or, when executed and delivered by Buyer, will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

Section 7.3. No Breach. None of the execution, delivery or performance by Buyer of this Agreement or any instrument of assumption or other document delivered or to be delivered by Buyer pursuant to this Agreement will, with or without the giving of notice or the lapse of time or both, conflict with or result in a breach or violation of or a default under, or give rise to a right of amendment, termination, cancellation or acceleration of any obligation or to a loss of a benefit under (i) the organizational documents of Buyer, (ii) any material Contract to which Buyer is a party or by which any of its assets are bound or (iii) any Law or License or other requirement to which Buyer or its properties or assets is subject, except, in the case of items (ii) and (iii) above only, for those which would not have, individually or in the aggregate, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 7.4. Governmental Approvals. No material Consent or order of, with or to any Governmental Entity is required to be obtained or made by or with respect to Buyer in

connection with the execution and delivery by Buyer of this Agreement or the performance by Buyer of its obligations hereunder.

Section 7.5. Brokers. Buyer has not authorized any Person to act as broker, finder or in any other similar capacity in connection with the transactions contemplated by this Agreement and the negotiations leading to it which will have a right of payment from or claim against Seller or any of its Affiliates.

ARTICLE VIII

COVENANTS

Section 8.1. Covenants of Seller.

(a) Non-Solicitation of Employees. For a period beginning on the Closing Date and ending three years from and after the Closing Date, without the prior written consent of Buyer, Seller will not, and will cause its Affiliates not to, solicit, hire or retain as an employee, independent contractor or consultant any employee or consultant set forth on Schedule 9.1 (a "Business Employee") and will not, and will cause its Affiliates not to, during such period, induce or attempt to induce any such Business Employee to terminate his or her employment with Buyer by resignation, retirement or otherwise; provided, however, that this Section 8.1(a) shall not prohibit (i) publications by Seller or its Affiliates of general advertisements offering employment or (ii) Seller or its Affiliates from hiring a Business Employee upon the expiration of six months after termination of such employee's employment with Buyer and/or its Affiliates.

(b) Stock Options. In connection with the election by a sufficient number of Continuing Employees, as determined by Buyer in its sole discretion, to exercise or exchange their outstanding Vested Options and the termination of unvested Options held by Continuing Employees, Seller shall take all actions required to (i) terminate all unvested Options held by Continuing Employees effective as of the Effective Time, (ii) effect the exercise of Vested Options held by Continuing Employees as of the Effective Time or the exchange of such Vested Options in exchange for the number of shares of Common Stock subject to such Vested Options without payment of any exercise price therefor for those Continuing Employees accepting Seller's offer for such exchange, including the issuance of such shares of Common Stock and the payment to such Continuing Employees of an amount sufficient to cover (A) the exercise price of such Vested Options for those Continuing Employees electing to exercise such Vested Options as of the Effective Time and (B) Seller's withholding obligations, including federal taxes, state taxes and FICA as set forth on Schedule 8.1(b) (the "Vested Option Gross-Up"), and (iii) terminate all Vested Options held by Continuing Employees that are not exercised or otherwise exchanged on or prior to the date three months after the Closing Date.

(c) Continued Existence of Seller. Seller shall continue and maintain its corporate existence and shall not liquidate, dissolve or otherwise terminate its existence until the Third Earn-Out Payment Date.

(d) Honeywell Letter. Seller agrees to use its best efforts after the Closing Date to obtain evidence satisfactory to Buyer of (i) the termination and cancellation of the Honeywell Note, including an acknowledgement from Honeywell that (A) Honeywell has received payment in full of the amount due under the Honeywell Note and (B) the Honeywell Note has been cancelled, and (ii) the termination of Liens on any Assets held by Crocker Capital, Venture Lending, Granite Financial and Balboa Capital Corporation, including filing of UCC-3 Termination Statements.

(e) Reimbursement for Payroll Payment for 10/16 through 10/22. Seller agrees to reimburse Buyer for all payroll payments made by Buyer pursuant to Section 8.2(b) of this Agreement with respect to all Continuing Employees for the period from October 16, 2000 through October 22, 2000. Within seven (7) days of receipt by Seller of a written notice from Buyer setting forth the amount of such payroll payments, Seller shall wire transfer to an account specified by Buyer an amount in same-day funds equal to the amount set forth on such notice.

Section 8.2. Covenants of Buyer.

(a) Non-Solicitation of Employees. For a period beginning on the Closing Date and ending three years from and after the Closing Date, without the prior written consent of Seller, Buyer will not, and will cause its Affiliates not to, solicit, hire or retain as an employee, independent contractor or consultant any employee of Seller on the Closing Date other than a Business Employee (a "Retained Employee"), and will not, and will cause its Affiliates not to, during such period, induce or attempt to induce any such Retained Employee to terminate his or her employment with Seller by resignation, retirement or otherwise; provided, however, that this Section 8.2(a) shall not prohibit (i) publications by Buyer or its Affiliates of general advertisements offering employment or (ii) Buyer or its Affiliates from hiring a Retained Employee upon the expiration of six months after termination of such employee's employment with Seller and/or its Affiliates.

(b) Payroll Payment for 10/16 through 10/27. Buyer agrees to make payroll payments for all Continuing Employees for the period from October 16, 2000 through October 27, 2000.

(c) Termination of Rockwell Use and Distribution Agreement. Each of Buyer and Seller agrees that the Agreement for Use and Distribution of Software Products dated December 19, 1995, as amended, shall be terminated, effective as of the Closing Date.

(d) Maintenance and Support. Buyer will use its commercially reasonable efforts to provide Seller with such technical and engineering support at a level generally consistent with Seller's past practice (including maintenance of current technical personnel assignments providing such support to the extent practicable and otherwise providing qualified technical personnel) to satisfy Seller's obligations under the Maintenance and Support agreements set forth on Schedule 4.2; provided, however, that such services will not unreasonably interfere with the day to day operations of Buyer.

(e) Honeywell Notice. Buyer agrees to promptly send a notice of assignment to and assumption by Buyer of the Batch Software OEM and License Agreement between Seller and Honeywell dated as of September 5, 2000 (the "Honeywell OEM Agreement") substantially in the form delivered to Seller.

Section 8.3. Further Assurances. From time to time, as and when requested by any party hereto, the other parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 8.4. Access to Information. From and after the Closing, (a) Buyer will make or cause to be made available to Seller, its agents and employees all business records and files constituting Assets and (b) Seller will make or cause to be made available to Buyer and its agents and employees all business records and files of Seller not constituting Assets (in each case, other than information which is legally privileged, subject to confidentiality obligations to third parties or the provision of which is prohibited by law) during regular business hours as may be reasonably necessary for (A) preparing tax returns and financial statements and responding to tax audits covering operations and transactions at or prior to the Effective Time, (B) investigating, settling, preparing for the defense or prosecution of, defending or prosecuting any Action, (C) preparing reports to stockholders and Government Entities or (D) such other purposes for which access to such documents is reasonably necessary; provided, however, that access to such business records and files will not unreasonably interfere with or adversely affect the normal operations of Buyer, Seller or any of their respective Affiliates.

Section 8.5. Use of Names, Trademarks, etc.

(a) From and after the Effective Time, Buyer shall have all rights in and, except as provided in the Marketing Agreement, use of the names rpmSeries, oBatch, eProcedure, sProduction and mTrack, including all trade names, trademarks, service marks, scripts, type fonts, forms, styles, logos, designs, devices, trade dress, symbols and other forms of trade identity including such names, and all derivatives thereof.

(b) From and after the Effective Time, Seller shall have all rights in and, except as provided in the Marketing Agreement or Section 8.5(c) or 8.5(d) of this Agreement, use of the names Sequencia, *processPoint*, sRecipe and gRecipe, including all trade names, trademarks, service marks, scripts, type fonts, forms, styles, logos, designs, devices, trade dress, symbols and other forms of trade identity including such names, and all derivatives thereof.

(c) Seller hereby grants to Buyer a non-exclusive, non-transferable (other than by way of sublicenses to Buyer's Affiliates) license to utilize without obligation to pay royalties to Seller the name "Sequencia" in connection with (i) existing product literature for a period of three months after the Closing Date and (ii) existing source code for a period of six months after the Closing Date, in each case in the same manner and to the same extent as the name "Sequencia" was used by Seller at any time within the three year period preceding the Closing Date; provided, however, that Buyer will use its reasonable best efforts to cause the product

literature or source code used for any purpose within the stated period to clearly and prominently display a statement, the form of which is approved by Seller, to the effect that the Business was formerly affiliated with Seller (it being understood that such reasonable best efforts shall not include reprinting or relabeling existing stocks of advertising or brochures).

(d) Buyer may, for a period not to exceed six months after the Closing Date (or such longer period as shall be approved by Seller), produce and use additional product literature (including advertising and brochures) that contains the statement "formerly the rpmSeries of Sequencia Corporation" and "designed by Sequencia Corporation" (or other similar phrase, the form of which is approved by Seller).

Section 8.6. Buyer Provided Transition Services.

(a) Buyer shall assume the obligation to pay rent for the premises set forth on Schedule 8.6(a) (the "Premises") from and after September 30, 2000. For a period not to exceed sixty (60) days after the Closing Date (at Seller's sole discretion), and subject to the terms and conditions contained herein, Buyer will grant to Seller the right to occupy space in the Premises. Seller will pay to Buyer for the occupancy of the Premises commencing as of September 30, 2000, an amount equal to the actual lease cost for the Premises (including rental, operating expenses, utilities, "triple net" charges and all other costs and expenses, other than for telecommunications services which is the subject of Section 8.7(c)), prorated for the portion of the total number of persons occupying the Premises represented by the total number of Seller's employees, independent contractors and consultants occupying the Premises. Invoices for costs payable pursuant to this Section 8.6(a) shall be rendered monthly and shall be due and payable within 30 days after the date of receipt of such invoice, without discount, at the address set forth in such invoice; provided, however, that Buyer may withhold from any Earn-Out Payment the amount of any due and unpaid costs invoiced by Buyer pursuant to this Section 8.6(a) for periods beginning on or after the Closing Date and ending before the relevant Earn-Out Payment Date.

(b) Buyer will use its commercially reasonable efforts to provide Seller with such technical and engineering support at a level generally consistent with Seller's past practice (including maintenance of current technical personnel assignments providing such support to the extent practicable and otherwise providing qualified technical personnel) to satisfy Seller's obligations under the CES agreements set forth on Schedule 8.6(b) (the "CES Agreements"); provided, however, that such services will not unreasonably interfere with the day to day operations of Buyer. For the services provided pursuant to this Section 8.6(b), Seller will pay Buyer a fee at the rate of Ninety-Six Dollars (\$96) per hour per employee providing services (the "Service Fees") and will also pay Buyer for all applicable taxes and other out-of-pocket expenses actually incurred by Buyer and its Affiliates in accordance with the terms of the applicable CES Agreement in connection with the services described in this Section 8.6(b) (the "Out-of-Pocket Expenses"). Invoices for Service Fees and any Out-of-Pocket Expenses payable to Buyer pursuant to this Section 8.6(b) ("CES Expenses") shall be rendered monthly and shall be due and payable within 30 days after the date of receipt of such invoice, without discount, at the address set forth in such invoice; provided, however, that Buyer may withhold from any Earn-Out Payment the amount of any due and unpaid CES Expenses invoiced by Buyer on or after the

Closing Date and before the relevant Earn-Out Payment Date. Notwithstanding the forgoing, Buyer shall not invoice Seller, and Seller shall not be liable, for any Service Fees pursuant to this Section 8.6(b) with respect to any CES Agreement to the extent that such Service Fees would exceed the maximum amount set forth on Schedule 8.6(b) with respect to such CES Agreement; provided, however, that Seller shall be liable for all Out-of-Pocket Expenses incurred by Buyer pursuant to the terms of this Section 8.6(b). At the end of the term of each CES Agreement, if the maximum amount set forth on Schedule 8.6(b) with respect to such CES Agreement exceeds the total amount of Service Fees invoiced by Buyer pursuant to this Section 8.6(b) with respect to such CES Agreement, Seller shall pay to Buyer the excess.

Section 8.7. Seller Provided Transition Services.

(a) For a period not to exceed ninety (90) days after the Closing Date (at Buyer's sole discretion), and subject to the terms and conditions contained herein, Seller shall provide to Buyer at no cost the server networks and information services located at the Premises.

(b) For a period not to exceed ninety (90) days after the Closing Date (at Buyer's sole discretion), Seller shall continue to arrange coverage for Continuing Employees under the following company health plans: United Health care or Norwich Union medical (as appropriate to each Continuing Employee), Guardian Dental, Prudential Disability, Prudential Life Insurance, AFLAC Section 125 flexible medical and dependent care spending plans, and AFLAC optional disability products life. Seller shall invoice Buyer for the costs of providing such coverage (attaching provider invoicing or calculation) on a monthly basis. Such invoices will be due and payable within 30 days after the date of receipt of such invoice, without discount, at the address set forth in such invoice.

(c) For a period not to exceed ninety (90) days after the Closing Date (at Buyer's sole discretion), and subject to the terms and conditions contained herein, Seller shall provide to Buyer telecommunications services located at the Premises. Buyer shall pay to Seller an amount equal to 50 percent of the actual cost for the telecommunications services located at the Premises. Invoices for services rendered pursuant to this Section 8.7(c) shall be rendered monthly and shall be due and payable within 30 days after the date of receipt of such invoice, without discount, at the address set forth in such invoice.

Section 8.8. XML Interface. (a) Buyer will make reasonable efforts to develop an XML interface (the "XML Interface") including the precise definition of data structure and information to be included in the XML Interface (the "XML Schemas"), in the rpmSeries Products with the functions, features and specifications set forth in a formal Requirements Specification developed from an OEM Mini-Specification to be provided by Seller to Buyer in accordance with Section 8.8(b), including modifications to (i) the equipment editor within the oBatch/eProcedure products to permit export of an XML file that contains (A) all of the contents of the equipment model as defined by the current file/export functionality, (B) the contents of the material and container enumerations, (C) the contents of the instruction files and (D) the container materials, including what materials are supported by each container and (ii) the master

recipe editor with the oBatch/eProcedure products to permit XML master recipes to be imported into oBatch/eProcedure.

(b) Buyer shall have no obligation under this Section 8.8 unless Seller delivers to Buyer within 60 days of the Closing Date an OEM Mini-Specification document containing a description of the functionality needed, identifying primary requirements and design constraints. Buyer shall develop a formal Requirements Specification based on such OEM Mini-Specification.

(c) Both Buyer and Seller shall review and agree upon the formal Requirements Specification for completeness and correctness by January 31, 2001. The Requirement Specification document will be used by Buyer as the basis for Design Specification, Test Requirements and implementation, code implementation and support.

(d) The XML Interface shall be completed and released to distributors and/or customers by October 1, 2001. The release may be made by means of a hot fix, services pack, or new product release at the discretion of Buyer. Buyer shall support the XML Interface, as defined by the formal Requirements Specification agreed to pursuant to Section 8.8(c), for all releases until three years after the Closing Date.

(e) Buyer shall own all right, title and interest in and to the XML Interface and all Intellectual Property related thereto and, subject to Seller's rights under Section 12.1(A) and (B), Seller shall have no rights in and to the XML Interface or the related Intellectual Property.

(f) Buyer grants to Seller an unlimited right to use and extend the XML Schema.

(g) Seller shall provide Buyer with such information and support as Buyer may reasonably request with respect to the development of the XML Interface.

Section 8.9. Cincinnati Lease Expenses. From and after October 1, 2000, Buyer shall pay for all of the occupancy expenses of the premises in Cincinnati, Ohio described in the facilities lease set forth under the caption Leases on Part II of Schedule 2.1(a), including all rent, utilities, "triple net" charges and other costs and expenses.

Section 8.10. Strategic Relationship. Buyer and Seller agree to negotiate in good faith to enter into a Memorandum of Understanding outlining the terms of a strategic relationship between the parties for the purpose of jointly promoting products and services relating to the Business and the *processPoint* Business.

ARTICLE IX

EMPLOYMENT MATTERS

Section 9.1. Employment. (a) Buyer will offer employment with Buyer, upon such terms and conditions that Buyer may require, including execution of Buyer's standard hiring agreements, commencing as of the Effective Time, to each of the employees of Seller set forth on Schedule 9.1; provided, however, that nothing contained in this Section 9.1 is intended to confer upon any Continuing Employee any right to continued employment after evaluation by Buyer of its employment needs at any time after the Effective Time.

(b) Buyer will, to the extent permitted by applicable law, grant all Continuing Employees credit for service with Seller, but only for purposes of eligibility and vesting, with respect to all employee benefit plans and policies of Buyer applicable to the Continuing Employees.

Section 9.2. Vacation Accrual. Any accrued vacation days of Continuing Employees as of the Closing Date shall be carried over into such Continuing Employee's employment with Buyer.

ARTICLE X

SURVIVAL

Section 10.1. Survival. Except for the representations and warranties of (a) Seller contained in Sections 6.7 and 6.21 and (b) Buyer contained in Section 7.5, which shall survive for the applicable statute of limitations, the respective representations and warranties of each of Seller and Buyer contained in this Agreement will survive the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the Closing Date and will continue in full force and effect until the Third Earn-Out Payment Date, and then terminate and expire with respect to any theretofore unasserted claims arising out of or otherwise in respect of any falsity, breach or inaccuracy of such representations and warranties.

ARTICLE XI

INDEMNIFICATION

Section 11.1. Indemnification by Seller. Subject to the other provisions of this Article XI, Seller shall indemnify, defend and hold harmless Buyer and its subsidiaries and Affiliates and their respective employees, directors, officers, stockholders, representatives and agents (collectively, the "Buyer Group") from and against, and pay or reimburse, as the case may be, the Buyer Group for, any and all Damages, as incurred, suffered by Buyer or any other member of the Buyer Group to the extent based upon, arising out of or otherwise in any way relating to or in respect of:

(a) any falsity, breach or inaccuracy of any representation or warranty made by Seller herein or in any certificate or other document delivered pursuant hereto;

(b) any breach or violation of any covenant of Seller contained in Sections 2.1(e), 8.1, 8.3, 8.4, 8.7 and 8.8 and Article XII of this Agreement and in the Marketing Agreement;

(c) operation of the Business and Assets on or prior to the Effective Time;

(d) the Retained Assets;

(e) the Retained Liabilities (including, without limitation, any Liability of Seller which is not an Assumed Liability that may become a Liability of Buyer by Law, common law or otherwise and the failure by Seller to pay, perform or otherwise discharge any Retained Liabilities in accordance with their terms); and

(f) the Honeywell Note, including any deficiency arising out of Honeywell's offset of amounts due under the Honeywell Note against the license fee for the source code payable under the Honeywell OEM Agreement.

Subject to the limitations of Section 11.4, Buyer may, in its discretion, make Buyer Indemnity Claims for claims of the Buyer Group pursuant to indemnification obligations of Seller set forth in this Section 11.1, either (i) by setting off Buyer Setoff Amounts against the Earn-Out Payments otherwise payable to Seller pursuant to Sections 4.2, 4.3 and 4.4 or (ii) by proceeding against Seller.

Section 11.2. Indemnification by Buyer. Subject to the other provisions of this Article XI, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates and their respective employees, directors, officers, stockholders, representatives and agents (collectively, the "Seller Group") from and against, and pay or reimburse, as the case may be, the Seller Group for, any and all Damages, as incurred, suffered by Seller or any other member of the Seller Group to the extent based upon, arising out of or otherwise in any way relating to or in respect of:

(a) any falsity, breach or inaccuracy of any representation or warranty made by Buyer herein or in any certificate or other document delivered pursuant hereto;

(b) any breach or violation of any covenant of Buyer contained in Sections 8.2, 8.3, 8.4, 8.6 and 8.8 and Article IV, Article IX and Article XII of this Agreement and in the Marketing Agreement;

(c) the operation of the Business and Assets after the Effective Time (except to the extent Seller has an indemnification obligation in favor of any member of the Buyer Group with respect to such matter in accordance with Section 11.1); and

(d) the Assumed Liabilities (including, without limitation, the failure by Buyer to pay, perform or otherwise discharge any Assumed Liabilities in accordance with their respective terms).

Section 11.3. Procedures for Indemnification. (a) If a claim or demand is made against an Indemnitee, or an Indemnitee shall otherwise learn of an assertion, by any third person (who is not an Affiliate of Buyer or Seller) (a "Third Party Claim") as to which Buyer or Seller, as the case may be (the "Indemnifying Party"), may be obligated to provide indemnification pursuant to this Agreement, such Indemnitee will notify the Indemnifying Party in writing, and in reasonable detail, of the Third Party Claim reasonably promptly after becoming aware of such Third Party Claim; provided, however, that failure to give any such notification will not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have demonstrated that it has been actually prejudiced as a result of such failure.

(b) If a Third Party Claim is made against an Indemnitee and the Indemnifying Party unconditionally and irrevocably acknowledges in writing its obligation to indemnify the Indemnitee therefor, the Indemnifying Party will be entitled to assume the defense thereof (at the expense of the Indemnifying Party) with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of a Third Party Claim, the Indemnifying Party will not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof as long as the Indemnifying Party diligently conducts such defense; provided that, if (i) in any Indemnitee's reasonable judgment a conflict of interest exists in respect of such claim, (ii) any Indemnifying Party fails to provide reasonable assurance to the Indemnitee (upon request of the Indemnitee) of such Indemnifying Party's financial capacity to defend such Third Party Claim and provide indemnification with respect thereto or (iii) the Indemnifying Party does not diligently conduct such defense, such Indemnitee will have the right to employ separate counsel to represent such Indemnitee and in that event the reasonable fees and expenses of such separate counsel will be paid by such Indemnifying Party. If the Indemnifying Party assumes the defense of any such Third Party Claim, each Indemnitee will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. The Indemnifying Party will be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has failed to assume the defense thereof or if it does not expressly elect to assume the defense thereof (including the acknowledgment by each Indemnifying Party of its indemnification obligation as aforesaid). Upon the reasonable request of the Indemnitee, the Indemnifying Party will promptly supply to the Indemnitee copies of all correspondence and documents relating to or in connection with such Third Party Claim and keep the Indemnitee fully informed of all material developments relating to or in connection with such Third Party Claim. If the Indemnifying Party chooses to defend a Third Party Claim, all the Indemnitees will reasonably cooperate with the Indemnifying Party in the defense thereof (such cooperation to be at the expense, including reasonable legal fees and expenses, of the Indemnifying Party).

(c) No settlement of a claim by either party shall be made without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(d) Any claim on account of Damages which does not involve a Third Party Claim shall be asserted by written notice given by the Indemnitee to the Indemnifying Party from whom such indemnification is sought. The failure by any Indemnitee so to notify the Indemnifying Party will not relieve the Indemnifying Party from any liability which it may have to such Indemnitee under this Agreement, except to the extent that the Indemnifying Party shall have demonstrated that it has been actually prejudiced as a result of such failure. Any notice pursuant to this Section 11.3(d) will contain a statement, in prominent and conspicuous type, that if the Indemnifying Party does not dispute its liability to the Indemnitee with respect to the claim made in such notice by notice to the Indemnitee prior to the expiration of a 45-calendar-day period following the Indemnifying Party's receipt of notice of such claim, the claim will be conclusively deemed a liability of the Indemnifying Party. If the Indemnifying Party does not notify the Indemnitee prior to the expiration of a 45-calendar-day period following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnitee under this Agreement, such claim specified by the Indemnitee in such notice will be conclusively deemed a liability of the Indemnifying Party under this Agreement and the Indemnifying Party shall pay the amount of Damages subject to such claim to the Indemnitee on demand or, in the case of any notice in which the amount of the Damages subject to such claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party has timely disputed its liability with respect to such Damages subject to such claim, as provided above, the Indemnifying Party and the Indemnitee will proceed in good faith to negotiate a resolution of such dispute and if not resolved through negotiations, proceed to resolve such dispute in accordance with the dispute resolution procedures of Section 13.12.

Section 11.4. Certain Limitations. (a) No loss, Liability, damage or deficiency shall constitute Damages to any party to the extent of any insurance proceeds actually received by such party with respect to such loss, Liability, damage or deficiency (after deducting reasonable costs and expenses incurred in connection with recovery of such proceeds).

(b) The Indemnifying Party shall not have any obligation to indemnify the Indemnitee pursuant to this Agreement against such Indemnitee's own consequential damages or prospective lost profits arising out of a breach by Seller or Buyer of its representations, warranties and covenants in this Agreement. Nothing in this Section 11.4(b) shall prevent the Indemnitee from being indemnified for all components of a claim or demand made against such Indemnitee by any Person who is not a party to this Agreement (and who is not an Affiliate of a party to this Agreement), including consequential damages or prospective lost profits of such third parties.

(c) The maximum aggregate Liability of Seller in respect of all claims under Section 11.1(a) shall be limited to an amount equal to the sum of the Three Million Dollars (\$3,000,000) and the amounts required to be paid to Seller by Buyer with respect to the Earn-Out Payments (without deduction of any Buyer Setoff Amounts). The limitations of this Section 11.4(c) shall not apply with respect to the indemnification of any claims under Section 11.1(b), 11.1(c), 11.1(d), 11.1(e), or 11.1(f). Notwithstanding anything to the contrary set forth in this Article XI, except for indemnity claims under Section 11.1(f), in no event shall

Seller or any Affiliate be required to make indemnity payments pursuant to this Article XI until such time as the aggregate amount of Damages actually incurred by the Buyer Group with respect to such claims exceeds \$50,000 in the aggregate, in which event Seller shall be liable for the full amount of such Damages.

(d) Buyer and Seller acknowledge and agree that after the Closing, except for (i) specific performance provisions set forth or incorporated in this Agreement, (ii) rights or remedies expressly provided for in this Agreement, (iii) rights or remedies which, as a matter of applicable Laws or public policy, cannot be limited or waived, (iv) claims related the determination of Product Sales, (v) claims of fraud, (vi) claims of willful breach and (vii) claims under federal or state securities Laws, the sole and exclusive remedy for any breach of any representation, warranty, covenant or other agreement under this Agreement, the operations of the Business or the Assets, the Retained Assets or the Retained Liabilities, whether such claim may be asserted as a breach of contract, tort or otherwise, shall be pursuant to the indemnification provisions set forth in this Article XI.

Section 11.5. Termination of Indemnification Obligations. The obligations of each party to indemnify, defend and hold harmless the other party and other Indemnitees (a) pursuant to Sections 11.1(a) and 11.2(a) shall terminate upon the termination of the survival of the relevant representation or warranty pursuant to Section 10.1, (b) pursuant to Sections 11.1(b) and 11.2(b) shall terminate upon the expiration of the applicable statute of limitations with respect to such covenants and (c) pursuant to Sections 11.1(c), 11.1(d), 11.1(e), 11.2(c) and 11.2(d) shall not terminate at any time; provided, however, that in the case of clause (a) or (b), such obligations to indemnify, defend and hold harmless shall not terminate with respect to any individual item as to which the Indemnitee shall have, before the expiration of the applicable period, made a claim by delivering a notice (stating in reasonable detail the basis of such claim) to the Indemnifying Party.

ARTICLE XII

RESTRICTIVE COVENANT

Section 12.1. Non-Compete. (a) Seller covenants and agrees that, except as contemplated in the Marketing Agreement or specifically provided in Section 2.1(e) or below, for a period beginning on the Closing Date and ending two years after the Closing Date, Seller will not, and will cause its Affiliates (other than non-employee investors) or any Person now or hereafter controlled by Seller not to, directly or indirectly, in any area of the world, (i) enter into, engage in, represent, have any interest in or acquire control of more than a five percent (5%) interest in any business engaged in the development, design, testing, sale, installation, modification, servicing or support of Batch Application Products or (ii) sell, license or distribute, or enter into any other agreement to sell, license or distribute any Batch Application Products of any competitor of Buyer or any of its Affiliates; provided, however, that Seller may:

(A) technically and financially assist third parties to develop interfaces of any kind, now known or hereafter devised, including XML Interfaces (as generally described

in Section 8.8) between its *processPoint* Software and Batch Application Products of competitors of Buyer; and

(B) technically and financially assist third parties to develop interfaces of any kind, now known or hereafter devised, including XML Interfaces (as generally described in Section 8.8) between its *processPoint* Software and any customer developed Batch Application Products.

No portion of the Purchase Price shall be allocated to the provisions of this Section 12.1(a).

(b) Buyer covenants and agrees that, except as contemplated in the Marketing Agreement or specifically provided below, for a period beginning on the Closing Date and ending two years after the Closing Date, Buyer will not, and will cause its Affiliates or any Person now or hereafter controlled by Buyer not to, directly or indirectly, in any area of the world, (i) enter into, engage in, represent, have any interest in or acquire control of more than a five percent (5%) interest in any business engaged in the development, design, testing, sale, installation, modification, servicing or support of the *processPoint* Business or the *processPoint* Software, (ii) sell, license or distribute, or enter into any other agreement to sell, license or distribute any *processPoint* Business or *processPoint* Software of any competitor of Seller or any of its Affiliates or (iii) license the Licensed Technology to any competitor of Seller; provided, however, that Buyer may engage in activity that consists of trading management for process applications in discrete companies and discrete applications in process companies.

Section 12.2. Remedies. Each party acknowledges that in the event of a breach of the covenants contained in Section 12.1, money damages would be an inadequate remedy. Accordingly, without prejudice to the rights of the non-breaching party also to seek such damages or other remedies as may be available to it, such non-breaching party may seek, and the other party acknowledges and covenants that it will not contest the appropriateness of the availability of, injunctive or other equitable relief in any proceeding which such non-breaching party may bring to enforce the applicable covenant not to compete contained in Section 12.1 on its express and explicit terms.

Section 12.3. Severability. Each of Seller and Buyer agrees that, if any provision of this Article XII should be adjudicated to be invalid or unenforceable, such provision shall be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be valid and enforceable in such jurisdiction by limitations on the scope of the activities, geographical area or time period covered, Seller and Buyer agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the laws and public policies in such jurisdiction.

Section 12.4. Non-Exclusivity. The covenants contained in this Article XII shall be construed and enforced independently of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of

action either party may have against the other, of whatever nature, shall not constitute a defense to the enforcement of the covenants contained herein.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Assignment. Neither Seller nor Buyer shall convey, assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party in its sole and absolute discretion, except that (i) Buyer may (without obtaining any consent) assign its rights, interests or obligations under this Agreement, in whole or in part, to any direct or indirect subsidiary of Rockwell and (ii) either party may (without obtaining any consent) assign its rights or interests under this Agreement, in whole or in part, to any successor of all or any part of its business. Any conveyance, assignment or transfer requiring the prior written consent of the other party which is made without such consent shall be void ab initio. No assignment of this Agreement will relieve the assigning party of its obligations hereunder.

Section 13.2. Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not made for the benefit of any Person not a party hereto, and no Person other than the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement, except that members of the Buyer Group and the Seller Group shall be entitled to the rights to indemnification provided to the Buyer Group and the Seller Group, respectively, hereunder.

Section 13.3. Amendment. This Agreement cannot be amended, modified or supplemented except by a written agreement executed by Buyer and Seller.

Section 13.4. Waiver; Remedies. No failure or delay on the part of any of any of Buyer or Seller in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of Buyer or Seller of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at law or in equity.

Section 13.5. Effect of Investigation. All representations, warranties, covenants and agreements made by Seller in this Agreement or in any certificates, statements or other documents delivered pursuant to this Agreement shall be unaffected by any investigation made by or on behalf of Buyer or knowledge obtained as a result thereof or otherwise.

Section 13.6. Fees and Expenses. Each of Buyer and Seller agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the performance of their obligations hereunder, including, without limitation, the fees and

disbursements of counsel, accountants, financial advisors, experts and consultants employed by the respective parties in connection with the transactions contemplated hereby.

Section 13.7. Transfer Taxes. All applicable sales and transfer Taxes (including, without limitation, Taxes, if any, imposed upon the transfer of personal property) and filing, recording, registration, stamp, documentary and other Taxes and fees ("Transfer Taxes") that are payable in connection with this Agreement, the transactions contemplated by this Agreement or the documents giving effect to such transactions will be paid by Seller.

Section 13.8. Notices. All notices, requests, claims, demands and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or telecopied or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and will be deemed given when so delivered by hand or telecopied, or three business days after being so mailed (one business day in the case of express mail or overnight courier service). All such notices, requests, claims, demands and other communications shall be addressed as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) If to Buyer:

Allen-Bradley Company, LLC
c/o Rockwell International Corporation
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Attention: William J. Calise, Jr., Esq.
Senior Vice President,
General Counsel and
Secretary

Telecopy: (414) 212-5357

with copies to:

Rockwell Automation
1201 South Second Street
Milwaukee, Wisconsin 53204

Attention: Robert K. Beck, Esq.
Vice President, Legal

Telecopy: (414) 382-4399

and

Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, New York 10112

Attention: Peter R. Kolyer, Esq.
Telecopy: (212) 541-5369

(b) If to Seller:

Sequencia Corporation
15458-B North 28th Avenue
Phoenix, Arizona 85053

Attention: Robert G. Pape, Chief Executive Officer
Telecopy: (602) 896-3896

with a copy to:

Osborn Maledon P.A.
The Phoenix Plaza
2929 North Central Avenue
Suite 2100
Phoenix, Arizona 85012-2794

Attention: Thomas H. Curzon, Esq.
Telecopy: (602) 640-6067

Section 13.9. Captions. The article, section and paragraph captions herein and the table of contents hereto are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered articles and sections are to articles and sections of this Agreement and all references herein to schedules or exhibits are to schedules or exhibits to this Agreement.

Section 13.10. Entire Agreement. This Agreement, the Marketing Agreement, and the Employment Agreement (collectively, the "Transaction Agreements") together constitute the entire agreement between the parties with respect to the subject matter hereof and Transaction Agreements supersede all prior negotiations, agreements and understandings of the parties of any nature, whether oral or written, relating thereto.

Section 13.11. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or

unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 13.12. Dispute Resolution. (a) In the event that any dispute, claim or controversy (collectively, a "dispute") arises with respect to any provision of this Agreement or the performance thereof, the designees of the President of Seller and the Senior Vice President, Software and Services Group of Buyer (or his successor) will attempt a good faith resolution of such dispute within 30 days (or such longer period as Buyer and Seller may mutually agree) after either party notifies the other of such dispute. If such dispute is not resolved within 30 days (or such longer period as Buyer and Seller may mutually agree) of such notification, such dispute will be referred for resolution to the President of Seller and the Senior Vice President, Software and Services Group of Buyer. Should the President of Seller and the Senior Vice President, Software and Services Group of Buyer be unable to resolve such dispute within 60 days (or such longer period as Buyer and Seller may mutually agree) following such referral to them, Buyer and Seller will then attempt in good faith to resolve such dispute by mediation in accordance with the then-existing CPR Model Procedure for Mediation of Business Disputes, promulgated by the CPR Institute for Dispute Resolution, New York City.

(b) If such mediation is unsuccessful within 90 days (or such longer period as Buyer and Seller may mutually agree) after the commencement thereof, such dispute shall be submitted by Buyer and Seller to binding arbitration, conducted in accordance with the then-existing CPR Rules for Non-Administered Arbitration of Business Disputes, before a single arbitrator who shall not be the same person as the mediator appointed pursuant to the preceding paragraph. The arbitration shall be conducted in Kansas City, Missouri and shall be governed by the United States Arbitration Act, 9 USC §§1-16, and judgment upon the award may be entered by any court having jurisdiction thereof. The arbitrator shall have case management authority and shall resolve the dispute in a final award within 90 days from the commencement of the arbitration action. There shall be no appeal from the arbitral award, except for fraud committed by the arbitrator in carrying out his or her duties under the aforesaid rules; otherwise the parties irrevocably waive their rights to judicial review of any dispute arising out of or related to this Agreement.

Section 13.13. Exhibits and Schedules; Disclosure. All exhibits and schedules attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Capitalized terms used in the schedules hereto but not otherwise defined therein shall have the respective meanings assigned to such terms in this Agreement. Disclosure of any item in any section of or on any schedule to this Agreement shall not constitute disclosure of such item in any other section of or on any other schedule to this Agreement, unless an explicit cross reference thereto appears in such other section or schedule.

Section 13.14. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

Section 13.15. Counterparts. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 13.16. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right of specific performance and injunctive relief giving effect to its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that any such breach or threatened breach would cause irreparable injury, that the remedies at law for any such breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

Section 13.17. Construction; Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation", unless otherwise specified, and (iv) the word "or" shall not be exclusive.

Section 13.18. WARN Act. Seller agrees and acknowledges that Seller will be responsible for all applicable notices and liabilities under the Worker Adjustment and Retraining Notification Act (the "WARN Act") and the rules and regulations promulgated thereunder and similar applicable state laws relating to any employees other than the Continuing Employees. Seller also agrees and acknowledges that, to the extent that any Continuing Employee is deemed terminated by Seller as a result of the transactions contemplated by this Agreement, then Seller will be responsible for all applicable notices and liabilities under the Warn Act and similar applicable state laws related to such termination. Buyer agrees and acknowledges that Buyer will be responsible for all applicable notices and liabilities under the Warn Act and similar applicable state laws resulting from the termination of any Continuing Employees on or after the Closing Date.

Section 13.19. Bulk Transfer. The parties hereby waive compliance with any applicable bulk sales act or similar legislation. Seller shall indemnify and hold Buyer harmless from and against any loss sustained by Buyer as a result of any noncompliance with the provision of any bulk sales act with respect to the sale of the Assets, except for liabilities and obligations of Seller expressly assumed by Buyer under this Agreement.

[Signature Page to Follow]

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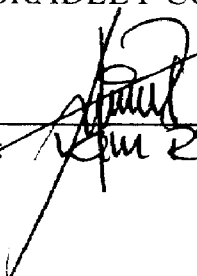
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto on the date first hereinabove written.

ALLEN-BRADLEY COMPANY, LLC

By

Name:

Title:



Tom BAUSSEN

SEQUENCIA CORPORATION

By

Robert G. Pape, Chief Executive Officer

Schedule 2.1(a)

ASSETS

Part I: Hard Assets (see attached list)

Schedule 2.1(a)(1); Equipment (together with any rights, claims and interests arising out of any maintenance or service contracts relating thereto or the breach of any express or implied warranty by the manufacturers or sellers thereof)

Schedule 2.1(a)(2); Furniture Leaseholds

Schedule 2.1(a)(3); Furniture Leaseholds (Cincinnati)

Part II: Seller Contracts (see attached list)

Part III: Business Intellectual Property (see attached list)

Other:

Books and Records

All financial, accounting, operating, design, manufacturing, test and other data and records (in each case, in whatever form or medium, including, without limitation, electronic media), and other similar property, rights and information solely relating to the Assets or Assumed Liabilities.

Causes of Action

All causes of action, choses in action, lawsuits, judgments, claims, rights under express or implied warranties, guarantees, indemnities and similar rights in favor of Seller, rights of recovery, rights of set-off, rights of subrogation and all other rights and demands of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise to the extent related to the Assets.

Schedule 2.1(a) Business Intellectual Property

Software and documentation to be owned exclusively by Rockwell (“Transferred Code”)

rpmSeries Software Modules

eProcedure	Type of Application	Subsystem Name	Part of product	Language	Purpose
eProcedure Client Utilities	ASJR	batchContext	eProcedure	VB Script, Java	Script shrink-wrap client to the eProcedure Server
eProcedure Server Utilities	batchmbs	batchReport	eProcedure	VB	Context Filtering component of eProcedure Client
Security Utilities	batchSEC	batchv01OCX	eProcedure	C++	eProcedure Server
Batch Server Client	batchv02OCX	batchv03OCX	eProcedure	VB	Report parameter range verification
Batch Server Client			eProcedure	C++	Implements security for Batch Server Clients.
Batch Server Client			eProcedure	VB	Batch list ActiveX Control
			eProcedure	VB	Procedure View ActiveX Control
			eProcedure	VB	Equipment View ActiveX Control
oBatch	Type of Application	Subsystem Name	Part of product	Language	Purpose
Batch Archiver Implementation	batchARCDll		oBatch	C++	Implements the Batch Archiver
Batch Archiver Service Utilities	batchARCexe		oBatch	C++	Runs the Batch Archiver as a Service
Utilities	batchCTL		oBatch	C++	Exposes a COM Interface to the batch server
Utilities	batchEDB		oBatch	C++	Exposes the Area Model as an object model - uses OLEDB implementation
rpmSeries Editor Utilities	batchEQP		oBatch	C++	Equipment Editor
PCD Data Server Utilities	BatchGate		oBatch	C++	Enables batchsvrexe to connect to the non-interactive work station
Post Analysis Application	batchPHS		oBatch	C++	PC Phase OCX
Batch Report Server Security Utilities	batchREM		oBatch	C++	COM wrapper around the Batch Server COM interface
Rockwell Security Utilities	batchrpeEXE		oBatch	VB	Report Editor
Utilities	batchRPT		oBatch	C++	Report generating engine
PCD Data Server	batchSEC		oBatch	C++	Implements security for Batch Server Clients.
Utilities	RSbatchSEC		eProcedure	C++	Implements security for Rockwell Software OEM of Batch Server Clients.
PCD Data Server	batchSIG		oBatch	C++	Validates that Event Journals have not been tampered with
Batch Server Implementation	batchSIM		oBatch	C++	PCD Simulator to the Batch Server
Batch Server Service	batchSVRdll		oBatch	C++	Implements the Batch Server
Type Library	batchSVRexe		oBatch	C++	Runs the Batch Server as a Service
Batch Server Client	batchSVRidl		oBatch	IDL	Definition of the Batch Server's COM Interface
Batch Server Client	batchv01OCX		oBatch	VB	Batch list ActiveX Control
Batch Server Client	batchv02OCX		oBatch	VB	Procedure View ActiveX Control

Type of Application	Subsystem Name	Part of product	Language	Purpose
Batch Server Client	batchv03ocx	oBatch	VB	Equipment View ActiveX Control
Batch View Client	batchVIEW	oBatch	C++	Shrink-wrap client application to the Batch Server
Type Library	crossinvocationidl	oBatch	IDL	Definition for launching other applications from the Equipment Editor
Utilities	DataServers	oBatch	ASCII	DSDF Files for our supported OPC Servers
directory	PLI	oBatch	n/a	Ancient directory when I first thought PLIs should be kept synchronized with source
Demo Program	SampleApp	oBatch	xx	Unified Demo Program
Type Library	ServiceManagerInterface	oBatch	IDL	typelib for BatchSCM dialogs
Installation Program	setup	oBatch	InstallShield	Install everything
Utilities	Singleton	oBatch	C++	OPC Interface on the Batch Phase OCX
Service	SingletonService	oBatch	C++	OPC Interface on the Batch Phase Service
Batch Servers	batchSCM	oBatch	C++	Server Control Manager to turn on and off rpmSeries Data Servers.

mTrack (in batchSVRdll)

Type of Application	Subsystem Name	Part of product	Language	Purpose
mTrack	promiseactive.cpp	oBatch	C++	Promise state machine classes.
mTrack	promiseism.cpp	oBatch	C++	Promise state machine classes.
mTrack	promisedormant.cpp	oBatch	C++	Promise state machine classes.
mTrack	promisedisable.cpp	oBatch	C++	Promise state machine classes.
mTrack	promiseactivesubstate.cpp	oBatch	C++	Promise state machine classes.
mTrack	p	oBatch	C++	Promise state machine classes.
mTrack	collectingreports.cpp	oBatch	C++	Promise state machine classes.
mTrack	sendingreport.cpp	oBatch	C++	Promise state machine classes.
mTrack	containerasn.cpp	oBatch	C++	Container handling
mTrack	containerdata.cpp	oBatch	C++	Container handling
mTrack	containerenumset.cpp	oBatch	C++	Container handling
mTrack	storageolocationcontainerd	oBatch	C++	Container handling
mTrack	ata.cpp	oBatch	C++	Container handling
mTrack	addlistx.cpp	oBatch	C++	Material binding logic
mTrack	pendphasebind.cpp	oBatch	C++	Material binding logic
mTrack	pbindnode.cpp	oBatch	C++	Material binding logic
mTrack	areamodl.cpp	oBatch	C++	Area model data structures
mTrack	phasecis.cpp	oBatch	C++	Area model data structures
mTrack	bichent.cpp	oBatch	C++	Batch entry structures
mTrack	materialserver.cpp	oBatch	C++	Material server wrapper
mTrack	materialqmt.cpp	oBatch	C++	Material requirement structures and logic
mTrack	materialqmt_base.cpp	oBatch	C++	Material requirement structures and logic
mTrack	opr_oexs.cpp	oBatch	C++	Support material based executes
mTrack	phase.cpp	oBatch	C++	Recipe execution
mTrack	procedur.cpp	oBatch	C++	Recipe execution
mTrack	xmbrtypea.cpp	oBatch	C++	Material server communication

mTrack	xmbrtypeb.cpp	oBatch	C++	Material server communication
mTrack	xmbrtypec.cpp	oBatch	C++	Material server communication
mTrack	rdmaterialrequirements.c pp	oBatch	C++	Material based recipe structure

sProduction

Type of Application	Subsystem Name	Part of product	Language	Purpose
Utilities	batchhis	sProduction	VB	Business Logic for batch history tables for sProduction
Batch SCM Client	batchPCSDlg	sProduction	VB	sProduction dialog for use by BatchSCM
Batch SCM Client	batchPMDlg	sProduction	VB	sProduction dialog for use by BatchSCM
Utilities	batchREM	sProduction	C++	COM wrapper around the Batch Server COM interface
Utilities	pipesconnector	sProduction	C++	SAP R/3 communications.
Utilities	pipeslistener	sProduction	C++	SAP R/3 communications.
Utilities	pipeslogic	sProduction	VB	sProduction Implementation support
Communication Service	PIPCSService	sProduction	C++	sProduction SAP R/3 communication service
Type Library	PIPCSServiceIDL	sProduction	IDL	typelib for COM interface on PIPCSService
Utilities	pocustom	sProduction	VB	sProduction implementation support
Simulator	pppsim	sProduction	VB	sProduction simulator for R/3 communication
Core of sProduction	ProcessOrder	sProduction	VB	Core implementation application for sProduction
Type Library	processorderinsertion	sProduction	IDL	typelib for pocustom COM interface
Communication Service	ProcessOrderService	sProduction	C++	sProduction SAP R/3 communication service
Type Library	ProcessOrderServiceIDL	sProduction	IDL	typelib for COM interface on ProcessOrderService
Type Library	productionmanagerconfig	sProduction	VB	Configuration classes for sProduction
Installation Program	setup	sProduction	InstallShield	Install everything

Obsolete or unused

Type of Application	Subsystem Name	Part of product	Language	Purpose
Utilities	batchAPI	xx	C++	Single interface for all applications to get internationalized strings
Utilities	batchINS	xx	C++	Install helper dll - Obsolete replaced by \dev\setup\installhelper
Utilities	batchkdg	xx	C++	CD Key incryption file - Obsolete
Utilities	batchkey	xx	C++	CD Key incryption file - Obsolete
Installation	batchUNINSTALL	xx	VB	Was the uninstall - Obsolete replaced by MSI
Demo program	demo	xx	xx	YellowPaint, Peasoup, Manual Plant demos - Obsolete
directory	DLL	xx	n/a	Directory for Standard Batch Components - Obsolete
directory	STDBATCH	xx	n/a	Directory for Standard Batch Components - Obsolete

Other Software Modules

Phase Logic Interface Templates

- Allen Bradley Phase Logic Interface5 SEC5/04
- Modicum Quantum
- Moore APACS
- OpenBatch AB Phase Logic Interface
- OpenBatch Provox Phase Logic Interface
- Siemens S5 (Apt)
- Siemens S5 (Step 5)
- Fisher Provox
- Honeywell IPC 620
- Siemens S7-400
- Siemens TI 505 (APT)

Sequencia Internal Use Only

- SQA Script Test Files for OpenBatch 3.x
- SQA Script Test Files for OpenBatch 4.x
- SQA Script Test Files for oBatch 5.x
- SQA Script Test Files for Procedure Manager 4.x
- SQA Script Test Files for eProcedure 5.x
- SQA Script Test Files for Production Manager 4.x
- SQA Script Test Files for sProduction 5.x
- SQA Script Test Files for mTrack 5.x (except those required for gRecipe)
- Stress Application

OpenBatch Standard (BasicBatch) 3.0 Extensions

- Wonderware DLLs
- Installation script

Language Translation Memory Image Files (with Bowne)

- Obatch, mTrack, eProcedure, sProduction

Product Documentation

oBatch 5.0

- oBatch Technical Reference - Server API Communications Language Reference (except RDB and Recipe Editor INI)
- oBatch Technical Reference - PCD Programmer's Technical Reference
- oBatch Technical Reference - ActiveX Controls Library Reference
- oBatch Technical Reference - PC-Based Phase Programmer's Technical Reference
- oBatch Technical Reference - System Files Reference

- oBatchUser's Guide - Welcome to oBatch Batch Professional Edition*
- oBatchUser's Guide - oBatchInstallation Guide*
- oBatchUser's Guide - oBatchQuick Start Guide*
- oBatchUser's Guide - SequenciaView User's Guide*
- oBatchUser's Guide - SequenciaEquipment Editor User's Guide*
- oBatchUser's Guide - SequenciaReport Editor User's Guide*
- oBatchUser's Guide - SequenciaArchiver User's Guide*
- oBatchUser's Guide - ActiveX Controls Library User's Guide*
- oBatchUser's Guide - oBatchAdministrator's Guide (except Required Components list)*
- oBatchUser's Guide - oBatchMaster Index*

eProcedure 5.0

- eProcedure User's Guide - Welcome to Sequencia eProcedure*
- eProcedure User's Guide - eProcedure Installation Guide*
- eProcedure User's Guide - eProcedure Client User's Guide*
- eProcedure User's Guide - Sequencia View User's Guide*
- eProcedure User's Guide - Sequencia Master Recipe Editor User's Guide*
- eProcedure User's Guide - Sequencia Equipment Editor User's Guide*
- eProcedure User's Guide - Sequencia Report Editor User's Guide*
- eProcedure User's Guide - Sequencia Archiver User's Guide*
- eProcedure User's Guide - eProcedure Administrator's Guide*
- eProcedure User's Guide - ActiveX Controls Library User's Guide*
- eProcedure User's Guide - eProcedure Master Index*
- eProcedure Technical Reference - eProcedure Instruction File Design Guide*
- eProcedure Technical Reference - ActiveX Controls Library Reference*
- eProcedure Technical Reference - PC-Based Phase Programmer's Technical Reference*
- eProcedure Technical Reference - System Files Reference*

sProduction 5.0

- Welcome to Sequencia sProduction*
- sProduction Installation Guide*
- sProduction Implementation Guide*
- sProduction Administrator's Guide*

mTrack 5.0

- Welcome to Sequencia mTrack*
- mTrack Implementation Guide*
- mTrackMaterial Server API*
- mTrack Administrator's Guide*

Sequencia Source Code Agreement

OpenBatch Professional Edition 4.0

- OpenBatch Technical Reference - Server API Communications Language Reference
- OpenBatch Technical Reference - PCD Programmer's Technical Reference
- OpenBatch Technical Reference - ActiveX Controls Library Reference
- OpenBatch Technical Reference - PC-Based Phase Programmer's Technical Reference
- OpenBatch Technical Reference - System Files Reference
- OpenBatch User's Guide - Welcome to OpenBatch Professional Edition
- OpenBatch User's Guide - OpenBatch Installation Guide
- OpenBatch User's Guide - OpenBatch Quick Start Guide
- OpenBatch User's Guide - OpenBatch View User's Guide
- OpenBatch User's Guide - OpenBatch Recipe Editor User's Guide
- OpenBatch User's Guide - OpenBatch Equipment Editor User's Guide
- OpenBatch User's Guide - OpenBatch Report Editor User's Guide
- OpenBatch User's Guide - OpenBatch Archiver User's Guide
- OpenBatch User's Guide - ActiveX Controls Library User's Guide
- OpenBatch User's Guide - OpenBatch Administrator's Guide
- OpenBatch User's Guide - OpenBatch Master Index

Production Manager 4.0

- Welcome to Sequencia Production Manager
- Production Manager Installation Guide
- Production Manager Implementation Guide
- Production Manager Administrator's Guide

eProcedure 4.0

- Welcome to Sequencia eProcedure
- eProcedure Installation Guide
- eProcedure Client User's Guide
- eProcedure Administrator's Guide
- eProcedure Instruction File Design Guide

OpenBatch 3.1 Professional Edition

- OpenBatch Technical Reference - ActiveX Controls Library Reference
- OpenBatch Technical Reference - ActiveX Controls User's Guide
- OpenBatch Technical Reference - PC-Based Phase Programmer's Technical Reference
- OpenBatch Technical Reference - PCD Programmer's Technical Reference
- OpenBatch Technical Reference - Server API Communications Language Reference
- OpenBatch User's Guide - OpenBatch Administrator's Guide

OpenBatch User's Guide - OpenBatch Archiver User's Guide
OpenBatch User's Guide - OpenBatch Equipment Editor User's Guide
OpenBatch User's Guide - OpenBatch Installation Guide
OpenBatch User's Guide - OpenBatch Quick Start Guide
OpenBatch User's Guide - OpenBatch Recipe Editor User's Guide
OpenBatch User's Guide - OpenBatch Report Editor User's Guide
OpenBatch User's Guide - OpenBatch Master Index
OpenBatch User's Guide - OpenBatch View User's Guide
OpenBatch User's Guide - Welcome to OpenBatch

OpenBatch 3.1 Standard Edition

OpenBatch User's Guide - OpenBatch Archiver User's Guide
OpenBatch User's Guide - OpenBatch Equipment Editor User's Guide
OpenBatch User's Guide - OpenBatch Installation Guide
OpenBatch User's Guide - OpenBatch Recipe Editor User's Guide
OpenBatch User's Guide - OpenBatch Report Editor User's Guide
OpenBatch User's Guide - OpenBatch Subject Index
OpenBatch User's Guide - OpenBatch View User's Guide

OpenBatch 3.0 Resource Kit

OpenBatch Resource Kit - Part 1 - Introduction
OpenBatch Resource Kit - Part 2 - Batch Project Manager
OpenBatch Resource Kit - Part 3 - COM Interface Tools
OpenBatch Resource Kit - Part 4 - DDE Tools
OpenBatch Resource Kit - Part 5 - SFC View ActiveX Control
OpenBatch Resource Kit - Part 6 - Jump Start Kit for Phase Programming

OpenBatch 3.1 Resource Kit

OpenBatch Resource Kit - Part 1 - Introduction
OpenBatch Resource Kit - Part 2 - Batch Project Manager
OpenBatch Resource Kit - Part 3 - COM Interface Tools
OpenBatch Resource Kit - Part 4 - DDE Tools
OpenBatch Resource Kit - Part 5 - SFC View ActiveX Control
OpenBatch Resource Kit - Part 6 - Phase View ActiveX Control
OpenBatch Resource Kit - Part 7 - PLI for Allen-Bradley PLC5 Series Controllers
OpenBatch Resource Kit - Part 8 - PC-Based Phase as NT Server
OpenBatch Resource Kit - Part 9 - Equipment Editor Bitmaps
OpenBatch Resource Kit - Part 10 - PLI for Moore APACS
OpenBatch Resource Kit - Part 11 - Enhanced Archiving

OpenBatch Resource Kit - Part 12 – Parameter Duplication
OpenBatch Resource Kit - Part 13 – Phase Tag Generator

Repeatable Specials

OPC Spy
Automated PLI Tester
RepSpec: eProcedure Validator
RepSpec: Lubrizol Bar Code Interface
RepSpec: Roquette eProc.
RepSpec: Unilever eProc Pre-Weigh
RepSpec: DuPont Mt Clemens Campaign Scheduler

EnterpriseBatch Production Manager

EnterpriseBatch User's Guide - Welcome to EnterpriseBatch Production Manager
EnterpriseBatch User's Guide - EnterpriseBatch Production Manager Installation Guide
EnterpriseBatch User's Guide - EnterpriseBatch Production Manager Quick Start Guide
EnterpriseBatch User's Guide - Getting Started with EnterpriseBatch Server
EnterpriseBatch User's Guide - EnterpriseBatch Server Administrator's Guide
EnterpriseBatch Technical Reference - EnterpriseBatch Server Object Reference Guide
EnterpriseBatch Technical Reference - EnterpriseBatch Production Manager Implementation Guide

Training Documentation

<u>Series#</u>	<u>Course Name</u>
100	rpmSeries Product Overview
200	Batch Operations
300	Course 1 (Standard Modules)
301	Introduction to S88 Implementation Using oBatch
302	Operator Interface
303	Equipment Database Definition: OB Equipment Editor
305	Accessing the Server API Using DDE/COM
306	Batch Reporting
307	System Administration
400	Course 2 (Advanced Modules)
401	Batch Control for Manual Processes: eProcedure
402	Batch Control for Automatic and Semi-Automatic Processes
403	ERP/Plant Floor Connectivity: sProduction
500	System Maintenance and Troubleshooting

600 Batch Server API Extensibility
700: mTrack

Older OpenBatch Courses:

Version 1.0
Version 1.1
Version 2.0
Version 2.1
Version 3.0
Version 3.1
What's New in Version 4.0?
What's New in Version 5.0?
OpenBatch Sales Training

EnterpriseBatch

Version 1.0 Training Seminar

Licensed Technology: All Licensed Technology set forth on Schedule 2.1(d) is incorporated here.

Function and Design Documents

3.1 Product Support Enhancements Mini-Spec
Active Step Change Enhancements
Active Step Change Mini-Spec
Activity Logging Requirements
AIM Design
AIM Mini-Spec
Arbitration View ActiveX Control
Archiver - System Specification
Auto Upload Download Mini-Spec
Auto Upload Download Requirements
Automated Restart Control Requirements
BasicBatch Initial Development Requirements
BasicBatch UI Requirements
Batch Data Assimilation Design and Requirements
Batch History ActiveX Control
Batch Reporting Requirements

Campaign Scheduling Requirements
Client Comm Library Ref Guide Requirements
Command Handshake Mini-Spec
Cross Invocation Design
Cross Invocation Mini-Spec
Customer Requirements for Batchlist OCX Requirements
Customer Requirements for Prompts Window OCX Requirements
DDE Communication Enhancements Design
Design LateBinding
EB Installation Requirements
EB IP Protection Requirements
EB Logging Requirements
EB Manual Batch Design
EB Manual Batch Requirements
EB Memory Utilization Requirements
EB Production Manager Requirements
EB Recipe Requirements
EB Remote Access Requirements
EB SAP PP-PI Interface Requirements
EB SAP PP-PI Process Messages Requirements
EB SAP Process Instruction Process Handling Requirements - In Process
EB System Security & Intellectual Property Requirements
EB System Security and Intellectual Property Protection
EB Visual Flow Object 5
EB Watchdog Requirements
Enhanced Archiving Requirements
Enterprise Link Batch Control Object
Enterprise Overall Requirements
Enterprise SAP PP PI Link Requirements
Enterprise Visual Flow Control Object
Enterprise Visual Flow Obj.
Enterprise Visual Flow Object 1
Enterprise Visual Flow Object 2
Enterprise Visual Flow Objects 5
EnterpriseRLink Batch Control Service Requirements
Event Journal Modifications - System Specification
Event Journal Requirements
Event Journal Rev 4 Requirements
Event Manager - System Specification

Event Modifications Design
Events Design
Installation Program - System Specification
Installation Requirements
Integrated Installation Mini-Spec
Journal View ActiveX Control
LateBinding Design
LateBinding Requirements
List Based Recipe View Requirements
Manual Batch Design
MBR Activity Log Requirements
MBR Material Runtime Requirements
MBR BatchServer Configuration Requirements
MBR BatchServer Runtime Requirements
Misc Groucho Features Requirements
OEM RSBatch Version
OPC Requirements
OpenBatch Function and Design Documentation
OpenBatch Product Specification (Version 1.0)
OpenBatch Provox Phase Logic Interface Specification
Overall Requirements and Roadmap
PCBased Phase Requirements
Phase SFC View Design Specifications
PI Native Access Requirements
PM Zeppo Design
Procedure View ActiveX Control Design
Procedure View ActiveX Control Requirements
Product Support Mini-Spec
Replaceable Security Provider Prog Interface
Replaceable Security Provider Program Interface 1
Replaceable Security Provider Program Interface 2
Report Editor HTML Mini-Spec
Report Editor Internationalization Design
Report Editor Internationalization Requirements
Rlink Batch Control Service Requirements
RSBatchVersion Requirements
SAP Process Instruction Message Requirements
Security Old Requirements
Security Requirements

- SemiAuto Requirements
- Server Command Sets - System Specification
- Server DDE- Server System Specification
- Server Handshake Timeout Requirements
- Services Mini-Spec
- SP88 Terminology Requirements
- Step Script Requirements
- Transfer of Control Requirements
- VBA Logo Requirements
- View Security
- Warm Restart Enhancements Mini-Spec
- IMS Procedures

Test Plans

- BasicBatch Test Plan 3.0
- EB Ambrosia Test Plan
- EB Medusa Test Plan
- EB Year 2000 Test Plan
- OpenBatch Test Plan 2.0
- OpenBatch Test Plan 2.1
- OpenBatch Test Plan 3.0
- OpenBatch Test Plan 3.1
- OpenBatch Test Plan 4.0
- Y2K OpenBatch Test Plan
- Release 5.0 Test Plan unrelated to gRecipe

Manual Test Scripts

- Control Strategy Test Script
- Equipment Editor Test Script
- Event Journals Test Script
- Expressions Test Script
- External Test Script
- Failures Test Script
- Installation Test Script (excluding gRecipe)
- Integration Test Script (excluding gRecipe)

LateBinding Test Script
MBR Add Dist Test Script
MBR Batch Instantiation Test Script
MBR Parameters Test Script
MBR PhaseBinding Test Script
MBR UnitBinding Test Script
Modes Test Script
Navigation Test Script
OEM Versions Release Test Script
OPC Test Script
Parameters Test Script
PhaseLinks Test Script
Phases Test Script
Procedure Manager Zeppo Test Script
Procedure View Active X Control
Procedure View ActiveX Test Script
Product Support Test Script
Production Manager Test Script
Replaceable Security Provider Test Script
Report Editor Test Script
Report Engine Test Script
Security Test Script (excluding gRecipe)
SemiAuto Test Script
Server Command Handshake Test Script
Service Control Test Script
Topology Test Script (excluding gRecipe)
View Test Script

Automated Test Scripts

ActiveX Controls (OBAX)
BatchServer (OBSR)
Benchmarks (OBBM)
Equipment Editor (OBEE)
Manual Batch (OBMB)
OB Service Control Manager (OBBS)
PCPhase (OBPP)
Production Manager (EBPM)

Report Editor (OBRP)
Server Test - .bat files
View Security (OBVS)

Release Plans

Release Plan – OB Chico
Release Plan – EB Ambrosia
Release Plan - Groucho

Trademarks – Common Law

Enterprise*Batch*
Open*Batch*
Open*Batch* Enterprise Edition
Open*Batch* Professional Edition
Open*Batch* Standard Edition
OpenDCS
OpenGraf
OpenMES
Sequencia *o*Batch
*m*Track
*e*Procedure
*s*Production
PID
rpmSeries

Web Addresses

www.OpenBatch.com
www.EnterpriseBatch.com
www.Procedure Manager.com
www.InBatch.com, www.InBatch.net, www.InBatch.org
www.Production-Manager.com

800 Numbers

1-602-896-3830

Software Copyrights

OpenBatch, Version 1.0 (Server 1.0.4.19)	License # TX 4 530 738
OpenBatch, Version 1.1 (Server 1.1.0.5)	License # TX 4 530 747
OpenBatch, Version 2.0 (Server 2.0.1.8)	License # TX 4 532 575
OpenBatch, Version 2.1 (Server 2.1.2.7)	License # TX 4 480 639
OpenBatch, Version 3.0 (Server 3.0.0.14)	License # Txu 793 259
OpenBatch, Version 3.1 (Server 3.1.0.239)	License # Txu 674-716
OpenBatch, Version 4.0 (Server 4.0.0.38)	License # Txu 908-192
EnterpriseBatch Production Manager, Version 3.0.1	License # Txu 881-856
Procedure Manager, Version 4.0	License # Txu 914-847
EnterpriseBatch Production Manager, Version 4.0	License # Txu 913-318
oBatch, Version 5.0 (Server ??.?.?)	License # Pending
eProcedure, Version 5.0 (Server ??.?.?)	License # Pending
sProduction, Version 5.0 (Server ??.?.?)	License # Pending
mTrack, Version 5.0 (Server ??.?.?)	License # Pending

OEM Agreements – with source code escrow accounts

EnvisionIt Visual Flow & all Extensions, Options & Documentation

Escrow Accounts

The following escrow accounts have been established with DSI, Technology Escrow Services:

- Sequencia – Honeywell. Beneficiary: Honeywell
- Sequencia – Procter & Gamble Beneficiary: Procter & Gamble
- EnvisionIt – Sequencia Beneficiary: Sequencia Corporation

Consulting and Engineering Services Process Documentation

CES Project Framework
Corporate QA Documentation
IMS Project Accounting

PCD Standards
Planbook Standards
SEF Sequencia Enterprise Framework
PID Project Execution Methodology
PID Project Management Methodology

Consulting and Engineering Services Projects

All project code and documentation associated with all of the rpmSeries projects executed by the Sequencia CES group

Aarhaus Olie
BASF Requirements Study
Centocor
Chevron ActiveX views
Chromalloy
Coca-Cola Ballina Engineering & Start-up
Coca-Cola Ballina Requirements
Coca-Cola LeHigh Valley
Dupont Mt Clemens
Genentech Skid Documentation
Industrial Controls & Uniqema Consulting
Kraft Hamburg Consulting (Rockwell)
Lever Ponds Proposal
Lubrizol T55
Measorex Interface Support
Merck - Chem Stock
Merck - Elkton
Merck eProc Dispensing Proposal & Sales Spt
Merck Pavia
P&G Dry Laundry MES
P&G Golden Release
P&G Hunt Valley Liquid Makeup
P&G Hunt Valley Mascara
P&G PC Based Phases
P&G HV RTCIS
P&G PACE SUPPORT
Rockwell/Geon Chemical Sales Support
Roquette America

SAB Brewing Batch Control - Brewhouse Phase
Sachsenmilch Proposal & Sales Spt
Schering Audit
South African Brewery Alrode Project

Corporate Data

Scopus (Case, Defect, Fulfillment, etc records and reports) unrelated to gRecipe and processPoint
Outlook public folders
Conference Rooms
Corporate QA
PSC
Scopus
Technical Services Group (excluding the AstraZeneca LBM(E) folder)
IMS Timesheet records and reports (excluding the AstraZeneca project)
Customer billing information for WIP
SAP system configurations (Marketing system and Development system)

Brochures

eProcedure Brochure 3/00
TSG Brochure 3/00
Technical Support Booklet v4.0
sProduction Tech Brief 3/00
sProduction Brochure 3/00
rpmSeries Brochure 3/00
oBatch Tech Brief 3/00
oBatch Brochure 3/00
eProcedure Tech Brief 3/00
Why Upgrade to oBatch v4.0
mTrack Overview 8/1/00

PowerPoint Presentations

sProduction Overview 2/00
Sequencia and rpmSeries 2/00
oBatch Overview 2/00
eProcedure Overview 2/00

Sequencia Source Code Agreement

Press Releases

8/8/00 eProcedure Win
5/24/99 oBatch 4.0 Tech backgrounder
5/24/99 oBatch 4.0
4/12/99 procedure manager
3/11/99 Chirex
3/10/99 Morinaga
11/4/99 rpmSeries Launch
11/4/99 eProcedure Launch
10/1/99 Production Manager 4.0

Pricing

Product Pricing Guidelines v4-0-4 Final 7/14/00
Services Pricing Guidelines v4-0-3 Final 4/3/00

Product Q & A's

Product Pricing Notes v4-0-2 Final 2/1/00
Product Pricing Guidelines v4-0-2 Final Public 2/1/00
Product Pricing Guidelines v4-0-2 Final 2/1/00

White Papers

Internet Pages (high level specification)

<http://www.sequencia.com/rpmSeries/Home.htm> and all sub-documents
<http://www.sequencia.com/OpenBatch/Home.htm> and all sub-documents
<http://www.sequencia.com/ProductionManager/Home.htm> and all sub-documents
<http://www.sequencia.com/eProcedure/Home.htm> and all sub-documents
<http://www.sequencia.com/Consulting/Default.htm> and all sub-documents