TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/25/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Van Stolk Computer Service, Inc.		10/25/2000	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Maxwell Systems, Inc.
Street Address:	2860 DeKalb Pike
Internal Address:	Northtowne Plaza
City:	Norristown
State/Country:	PENNSYLVANIA
Postal Code:	19401
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2303314	THE AMERICAN CONTRACTOR

CH $40.00 2303314

CORRESPONDENCE DATA

Fax Number: (215)568-6603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: AKeyack@klehr.com
Correspondent Name: Albert T. Keyack
Address Line 1: 260 South Broad Street
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	12523-0006
NAME OF SUBMITTER:	Albert T. Keyack
Signature:	/Albert T. Keyack/

Date:	12/15/2005

Total Attachments: 53
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STOCK PURCHASE AGREEMENT

BY AND AMONG

MAXWELL SYSTEMS, INC.,

VAN STOLK COMPUTER SERVICE, INC.,

RICHARD VAN STOLK
(as an individual and as custodian
for Nicholas Van Stolk and Felicia Van Stolk),

AND

LORRAINE BONGOLAN
(as an individual and as custodian for
Nicholas Van Stolk and Felicia Van Stolk)

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TABLE OF DEFINED TERMS

The following terms are defined in the Section of the Agreement set forth opposite such term:

TABLE OF SCHEDULES AND EXHIBITS

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is dated on this day 25th of October, 2000, by and among MAXWELL SYSTEM, INC., a Pennsylvania corporation ("Purchaser"), VAN STOLK COMPUTER SERVICE, INC., a California corporation (the "Company"), RICHARD VAN STOLK, an individual ("Van Stolk"), LORRAINE BONGOLAN, an individual ("Bongolan"), and Van Stolk and Bongolan, as custodians for Nicholas Van Stolk and Felicia Van Stolk under the California Uniform Gifts to Minors Act (collectively, "the Custodians"). Van Stolk, Bongolan and the Custodians are collectively referred to in this Agreement as the "Shareholders."

Background

The Company currently operates under the trade name "American Contractor" as a developer, licensor and distributor of, and provider of , training, maintenance and support services for, computer application software programs for the construction industry. The Shareholders own all of the shares of capital stock of the Company (collectively, the "Shares") and are willing to transfer and convey all of the Shares to Purchaser under and in accordance with the terms of this Agreement. Purchaser is willing to acquire the Shares under and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, representations, warranties, and guarantees in this Agreement, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 – SALE AND DELIVERY OF SHARES

1.1 Agreement to Sell and Purchase Shares. Subject to the terms and conditions set forth in this Agreement and in consideration of the payment of the Purchase Price, the Shareholders shall sell to Purchaser, and Purchaser shall purchase and receive from the Shareholders, the Shares free and clear of any and all Adverse Claims.

ARTICLE 2 – PURCHASE PRICE

2.1 Purchase Price. In consideration of the Shares being purchased pursuant to this Agreement and in reliance upon the joint and several representations, warranties and covenants made by the Company and the Shareholders to Purchaser in this Agreement, Purchaser shall pay to the Shareholders the following amounts at the following times, which amounts represent the aggregate consideration payable under this Agreement (collectively, the "Purchase Price"):

(a) One Million Two Hundred Fifty Thousand Dollars ($1,250,000) at the Closing; and

(b) One Million Dollars ($1,000,000) payable on February 28, 2002; and

(c) Six Thousand Six Hundred (6,600) shares of Purchaser's Series E Preferred Stock, no par value, with the relative rights, privileges and designations set forth on Exhibit 2.1(c) (the "Maxwell Shares") at the Closing; and

(d) *Earn-Out Payments*. Purchaser shall pay the Shareholders as set forth in Sections 2.1(d)(ii) and 2.1(d)(iii) if the conditions set forth in such Sections are satisfied.

(i) **Definitions**. For purposes of this Agreement, (i) "Region" means Arizona, California, Colorado, Florida, Georgia, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming; (ii) "NGS Unit Sales" means, in respect of a given time period, the number of licenses to Purchaser's application software known as NGS 2000 (or any successor product thereto) sold to users in the Region by the Company or Purchaser or through their respective distribution channels during such time period; (iii) "Regional AC Unit Sales" means, in respect of a given time period, the number of licenses to the Company's application software known as American Contractor sold to users in the Region by the Company or Purchaser or through their respective distribution channels during such time period; (iv) "Non-Regional AC Unit Sales" means, in respect of a given time period, the number of licenses to the Company's application software known as American Contractor sold to users outside the Region by the Company or Purchaser or through their respective distribution channels during such time period; and (v) "New Economy Sales" means sales in the Region by the Company or Purchaser or through their respective distribution channels during such time period of: (1) e-commerce services that Purchaser may from time to time develop; (2) field reporting applications or services that Purchaser may from time to time develop; and (3) the products offered by FieldCentrix, Inc. that Purchaser is entitled to resell.

(ii) **2001 Earn-Out**. Purchaser shall pay the Shareholders up to Five Hundred Thousand Dollars ($500,000) on March 31, 2003, unless prior to such date, Van Stolk terminated employment with Purchaser or Purchaser terminated Van Stolk's employment for Cause (as defined in the Employment Agreement). The exact amount payable under this Section 2.1(d)(ii) shall be determined by multiplying Five Hundred Thousand Dollars ($500,000) by a percentage (not to exceed one hundred percent (100%)) equal to:

(1) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to NGS Unit Sales in calendar year 2001 and the denominator of which is one hundred twenty (120); provided that such percentage may not exceed sixty percent (60%); *plus*

(2) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to Non-Regional AC Unit Sales in calendar year 2001 and the denominator of which is one hundred twenty (120); provided that such percentage may not exceed sixty percent (60%); *plus*

(3) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to Regional AC Sales in calendar year 2001 and the denominator of which is three hundred twenty (320); provided that such percentage may not exceed sixty percent (60%); *plus*

(4) The percentage that is determined by multiplying ten percent (10%) by a fraction the numerator of which is equal to the revenues generated from New Economy Sales in calendar year 2001 (determined in accordance with GAAP applied in a manner consistent with Purchaser's accounting practices) and the denominator of which is Two Million Five Hundred Thousand Dollars ($2,500,000); provided that such percentage may not exceed twenty percent (20%).

(5) Notwithstanding anything to the contrary, if the percentage that is determined by adding the percentages calculated pursuant to Sections 2.1(d)(ii)(1) through 2.1(d)(ii)(4) is less than fifty percent (50%), then no payment shall be due under Section 2.1(d)(ii).

(iii) **2002 Earn-Out.** Purchaser shall pay the Shareholders up to Five Hundred Thousand Dollars ($500,000) on March 31, 2003, unless prior to such date, Van Stolk terminated employment with Purchaser or Purchaser terminated Van Stolk's employment for Cause (as defined in the Employment Agreement). The exact amount payable under this Section 2.1(d)(iii) shall be determined by multiplying Five Hundred Thousand Dollars ($500,000) by a percentage (not to exceed one hundred percent (100%) equal to:

(1) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to NGS Unit Sales in calendar year 2002 and the denominator of which is one hundred thirty five (135); provided that such percentage may not exceed sixty percent (60%); *plus*

(2) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to Non-Regional AC Unit Sales in calendar year 2002 and the denominator of which is one hundred thirty five (135); provided that such percentage may not exceed sixty percent (60%); *plus*

(3) The percentage that is determined by multiplying thirty percent (30%) by a fraction the numerator of which is equal to Regional AC Sales in calendar year 2002 and the denominator of which is three hundred forty nine (349); provided that such percentage may not exceed sixty percent (60%); *plus*

(4) The percentage that is determined by multiplying ten percent (10%) by a fraction the numerator of which is equal to the revenues generated from New Economy Sales in calendar year 2002 (determined in accordance with GAAP applied in a manner consistent with Purchaser's accounting practices) and the denominator of which is Five Million

Five Hundred Thousand Dollars ($5,500,000); provided that such percentage may not exceed twenty percent (20%).

(5) The denominators set forth in Sections 2.1(d)(iii)(1) through 2.1(d)(iii)(4) shall be decreased by fifteen (15%) if United States "Real" Gross Domestic Product, as finally reported by the Bureau of Economic Analysis of the United States Department of Commerce, increased by less than five-tenths of a percent (0.5%) during calendar year 2002. The denominators set forth in Sections 2.1(d)(iii)(1) through 2.1(d)(iii)(4) shall be increased by fifteen (15%) if United States "Real" Gross Domestic Product, as finally reported by the Bureau of Economic Analysis of the United States Department of Commerce, increased by more than five and five-tenths percent (5.5%) during calendar year 2002.

(6) Notwithstanding anything to the contrary, if the percentage that is determined by adding the percentages calculated pursuant to Sections 2.1(d)(iii)(1) through 2.1(d)(iii)(4) (after making the adjustments required by Section 2.1(d)(iii)(5)) is less than fifty percent (50%), then no payment shall be due under Section 2.1(d)(iii).

(iv) **Certain Calculations**. Purchaser shall, with each installment of the Purchase Price due under Sections 2.1(d)(ii) and 2.1(d)(iii), include a report, certified by either Purchaser's chief executive officer or chief financial officer, showing: (i) the calculation of NGS Unit Sales, Regional AC Unit Sales, Non-Regional NGS Unit Sales, New Economy Sales and the revenues generated from New Economy Sales, as applicable; and (ii) the amounts then due and payable under Sections 2.1(d)(ii) and 2.1(d)(iii), as applicable. Such calculations, when delivered by Purchaser to the Representative, shall be deemed conclusive and binding on the parties and will be deemed to be accepted by the Representative, unless the Representative notifies Purchaser in writing, within thirty (30) days after receipt of such report, of the Shareholders' disagreement therewith (which notice shall state with reasonable specificity the reasons for any disagreement and the amounts in dispute). If there is a disagreement, and such disagreement cannot be resolved by the Representative and Purchaser within thirty (30) days after receipt of timely notice from the Representative (during which period the Representative shall have a reasonable opportunity to inspect the books and records of the Company upon which such calculations are based), then, unless the parties agree in writing to continue their efforts at resolving the disagreement, such dispute shall be resolved by binding arbitration conducted pursuant to the Commercial Rules of the American Arbitration Association (the "AAA") before a panel of three (3) arbitrators selected from the panels of arbitrators maintained by the AAA. Any award rendered by the arbitrators shall be conclusive, non-appealable and binding upon the Parties and may be entered in any court of competent jurisdiction; provided, however, that any such award shall be accompanied by a written opinion of the arbitrators giving the reasons for the award. Each party shall pay its own expense of arbitration and the expenses of the arbitrators shall be shared equally; provided, however, that if, in the opinion of the arbitrators, any claim made in respect of the dispute or any defense or objection thereto was unreasonable, the arbitrators may assess, as part of their award, all or any part of the arbitration expenses of the

other party (including reasonable attorneys' fees) and of the arbitrators against the party raising such unreasonable claim, defense or objections. This provision for arbitration shall be specifically enforceable by the Parties.

2.2 Allocation of Purchase Price. The Maxwell Shares shall be registered in the name of Van Stolk and Bongolan as joint tenants with right of survivorship. Purchaser shall allocate all other installments of the Purchase Price among the Shareholders in accordance with their percentage ownership of the Shares unless Purchaser receives written instructions from the Representative to allocate such installments differently.

2.3 Payment of Purchase Price. Purchaser shall pay each installment of the Purchase Price by, at Purchaser's election, company check or wire transfer of immediately available funds to an account or accounts designated in writing by the Shareholders.

2.4 Set-Off Rights.

(a) Purchaser may satisfy any Damages for which Purchaser is entitled to be indemnified under this Agreement and any amount to be paid by the Shareholders to Purchaser as a result of a breach of a representation, warranty or covenant made in this Agreement by setting-off such Damages or amounts against the Purchase Price not yet paid by Purchaser to the Shareholders. Purchaser shall provide the Shareholders with written notice of its set-off of such amounts.

(b) Notwithstanding anything to the contrary contained in this Agreement, if Purchaser shall become aware of any pending or threatened claim, action, proceeding, event or condition which may result in any Damages for which Purchaser is or may be entitled to indemnification under this Agreement, then Purchaser may at any time withhold from any amounts then due or owing to the Shareholders under this Agreement an amount not to exceed Purchaser's good faith estimate of the aggregate amount of Damages for which Purchaser is or may be entitled to be indemnified under this Agreement. Purchaser shall provide the Shareholders with written notice of such withholding together with a summary description of the actual or potential Damages asserted to the extent practicable, and shall notify the Shareholders promptly after the actual amount of such Damages has been determined, at which time an appropriate reconciliation and set off shall be made.

ARTICLE 3 – THE CLOSING

3.1 The Closing. The closing of the Transactions (the "Closing") will take place on the date of this Agreement (the "Closing Date"), at 12:00 p.m. (local time) at the offices of Pepper Hamilton LLP, 1235 Westlakes Drive, Berwyn, Pennsylvania 19312 or at such other place as the parties to this Agreement shall mutually agree (including Closing by facsimile transmission exchange of executed documents or signature pages followed promptly by overnight courier of originals), and will be effective immediately. At the Closing, the Company, Purchaser

and the Shareholders will execute and deliver to the other all documents reasonably requested by the other to give effect to the terms of this Agreement.

3.2 Conduct of Closing

(a) At or prior to the Closing, the Company and the Shareholders shall deliver to Purchaser:

(i) Certificates representing the Shares accompanied by stock powers or assignments duly executed in blank by the Shareholders with all required transfer stamps;

(ii) A good standing certificate for the Company from the State of California issued within thirty (30) days before the Closing Date;

(iii) An estoppel certificate for each of the Leases in the form of Exhibit 3.2(a)(iii) to this Agreement;

(iv) A general release by the Shareholders and their Affiliates in favor of the Company in form acceptable to Purchaser;

(v) A certificate duly executed by the Secretary of the Company of the resolutions or consent of the Board of Directors of the Company authorizing the Company's execution, delivery and performance of the Transaction Documents to which it is party;

(vi) Resignations of each and every member of the Board of Directors of the Company and the officers of the Company dated the Closing Date in a form acceptable to Purchaser;

(vii) An original of the Non-Compete Agreement from Van Stolk to and in favor of Purchaser in the form of Exhibit 3.2(a)(vii) (the "Non-Compete Agreement") duly executed by Van Stolk;

(viii) An original of the Employment Agreement between Van Stolk and Purchaser in the form of Exhibit 3.2(a)(viii) (the "Employment Agreement") duly executed by Van Stolk;

(ix) An opinion of counsel in the form of Exhibit 3.2(a)(ix); and

(x) Any other documents and certificates contemplated by the terms of this Agreement or reasonably requested by Purchaser.

(b) At or prior to the Closing, Purchaser shall deliver to the Shareholders:

(i) A certificate duly executed by the Secretary of Purchaser of the resolutions or consent of the Board of Directors of Purchaser authorizing Purchaser's execution, delivery and performance of the Transaction Documents to which it is party; and

(ii) The Purchase Price payable at Closing pursuant to Sections 2.1(a) and 2.1(c), including any necessary stock certificates.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SHAREHOLDERS

The Company and the Shareholders hereby jointly and severally represent and warrant to Purchaser as follows effective on the date of this Agreement and the Closing Date as if made on such date:

4.1 Organization; Qualification; Good Standing.

(a) The Company: (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California; (ii) has the power and authority to own and operate its properties and assets and to transact its Business; and (iii) is duly qualified and authorized to do business and is in good standing in all jurisdictions where the failure to be duly qualified, authorized and in good standing would have a material adverse effect upon its businesses, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise). Schedule 4.1(a) sets forth a true and complete list of all jurisdictions in which the Company is qualified to do business.

(b) There is no Legal Proceeding or Order pending or, to the knowledge of the Company or the Shareholders, threatened against or affecting the Company revoking, limiting or curtailing, or seeking to revoke, limit or curtail the Company's power, authority or qualification to own, lease or operate its properties or assets or to transact its Business.

(c) True and complete copies of the Company's Articles of Incorporation, Bylaws and other constitutive documents are attached to Schedule 4.1(c).

4.2 Authorization for Agreement.

(a) *Company*. The Company's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Company: (i) are within the Company's corporate powers and duly authorized by all necessary corporate and shareholder action on the part of the Company; and (ii) do not (1) require any action by or in respect of, or filing with, any Governmental Entity, other than filing Form D with the U.S. Securities and Exchange Commission and the related filing with the State of California, (2) contravene, violate or constitute a breach or default under, any Requirement of Law applicable to the Company or any of its properties or any Contract to which the Company or any of its

properties is bound or subject or (3) result in the creation of any Adverse Claim on any of the Shares. The Shareholders, as owner of all of the shares of capital stock of the Company, have approved the Transactions, and no person or entity is entitled to dissent or to exercise dissenters' rights under the California Act.

(b) *The Shareholders.* The Shareholders' execution, delivery and performance of this Agreement and the consummation of the Transactions by the Shareholders: (i) are within the powers and authority of the Shareholders; and (ii) do not (1) require any action by or in respect of, or filing with, any Governmental Entity, (2) contravene, violate or constitute a breach or default under, any Requirement of Law applicable any of them or any of their respective properties or any Contract to which any of them or any of their respective properties is bound or subject or (3) result in the creation of any Adverse Claim on any of the Shares.

4.3 Capitalization; Subsidiaries and Affiliates.

(a) *The Company.* The authorized capital stock of the Company consists of two hundred (200) shares of a single class of common stock, no par value per share, of which two hundred (200) are issued and outstanding. All of the Shares are solely owned by the Shareholders. The Company does not have any other authorized class or classes of securities of any kind, whether debt or equity. All of the Shares are validly issued, fully paid and non-assessable and have not been issued in violation of applicable securities laws or of any preemptive rights or other rights to subscribe for, purchase or otherwise acquire securities. The Company does not hold any shares of its capital stock in its treasury or otherwise, and no shares of the Company's capital stock are reserved by the Company for issuance.

(b) *Subsidiaries.* The Company has no Subsidiaries, and the Company does not own or control, directly or indirectly, any debt, equity or other financial or ownership interest in any other Person.

(c) *Affiliates.* No Persons (other than the Shareholders) are Affiliates of the Company.

(d) *No Acquisitions.* Since January 1, 1995, the Company has not acquired, or agreed to acquire, whether by merger or consolidation, by purchase of equity interests or assets, or otherwise, any business or any other Person, or otherwise acquired, or agreed to acquire, any assets that are material, either individually or in the aggregate, the Company taken as a whole.

(e) *No Other Securities.* There are: (i) no outstanding subscriptions, warrants, options, rights, agreements, convertible securities or other commitments or instruments pursuant to which the Company is or may become obligated to issue, sell, repurchase or redeem any shares of capital stock or other securities, whether debt or equity, of the Company; and (ii) no preemptive, contractual or similar rights to purchase or otherwise acquire shares of capital stock

of the Company or pursuant to any Requirement of Law applicable to the Company or any of the Contracts to which the Company is a party or may otherwise be bound or subject.

4.4 Enforceability. This Agreement, the Non-Compete Agreement and the Employment Agreement (collectively, the "Transaction Documents") have been duly executed and delivered by the Company and the Shareholders and constitute the legal, valid and binding obligation of the Company and the Shareholders, enforceable against each of them in accordance with their respective terms.

4.5 Matters Affecting the Shares; Title to the Shares. The Shareholders have full legal and beneficial title to the Shares and has full power, right and authority to sell and deliver the Shares in accordance with this Agreement, free of any Adverse Claims. There are no existing agreements, subscriptions, options, warrants, calls, commitments, conversion rights or other rights of any character to purchase or otherwise acquire from the Shareholders at any time, or upon the happening of any event, any of the Shares.

4.6 Legal Proceedings.

(a) *Shareholders.* There is no Legal Proceeding or Order pending against, or to the knowledge of the Shareholders, threatened against or affecting, the Shareholders or any of his properties or otherwise, that could adversely affect or restrict the ability of any Shareholder to consummate fully the transactions contemplated by this Agreement or that in any manner could draw into question the validity of this Agreement. The Shareholders have no knowledge of any fact, event, condition or circumstance that may give rise to the commencement of any Legal Proceeding or the entering of any Order against the Shareholders that could adversely affect or restrict the ability of Shareholder to consummate fully the transactions contemplated by this Agreement or that in any manner could draw into question the validity of this Agreement.

(b) *The Company.* There are no Orders outstanding against the Company. There is no pending, or to the Company's or the Shareholders's knowledge, threatened Legal Proceeding that has been or will be commenced, brought or asserted by the Company against any Person or any Person against the Company. Neither the Company nor the Shareholders have knowledge of the existence of any fact, event, condition or circumstance that may give rise to the commencement of any Legal Proceeding or the entering of any Order against the Company by any Person.

4.7 Compliance with Laws. The Company is operating in compliance with each and every Requirement of Law applicable to it or any of its properties or to which the Company or any of its properties is bound or subject. Since January 1, 1998, neither the Company nor the Shareholders have received any notice from any Person concerning alleged violations of, or the occurrence of any events or conditions that resulted in or could reasonably be expected to result in alleged noncompliance with, any Requirement of Law applicable to the Company.

4.8 No Illegal Payments. Neither the Company nor the Shareholders, nor any director, managing director, managing partner, officer, agent, representative, employee, consultant or other Person acting on behalf of the Company have directly or indirectly, paid any fees, commissions or other sums of money or delivered any items of property, however characterized, to any finders, agents, representatives, customers, consultants, government officials or other third Persons, in the United States or in any other country, which in any manner are related to the business or the operations of the Company, and which have violated any Requirement of Law. Neither the Company, nor the Shareholders, nor any director, managing director, officer, agent, representative, employee, consultant, or other Person acting in any such case on behalf of the Company, have accepted or received any unlawful contributions, payments, gifts, property or expenditures.

4.9 Labor Matters.

(a) Schedule 4.9(a) contains a complete and accurate list of all consulting, independent representative or contractor and similar Contracts to which the Company is a party or may otherwise be bound or subject. The Company has delivered or caused to be delivered to Purchaser true and complete copies of all such Contracts. No individuals retained by the Company under any such Contract would be reclassified by the IRS, the U.S. Department of Labor or any other Governmental Entity as an employee of the Company for any purpose whatsoever.

(b) Schedule 4.9(b) contains a complete and accurate list of the name of every employee of the Company, together with such employee's position or function, the rate of hourly, monthly or annual compensation (as the case may be) paid or to be paid to such employee as of the Closing and any accrued sick leave or pay or vacation and any incentive or bonus arrangement with respect to any such employee. Schedule 4.9(b) also identifies those employees with whom the Company has entered into an employment Contract or a Contract obligating the Company to pay severance, employee benefits or similar payments to any employee. The Company has delivered or caused to be delivered to Purchaser true and complete copies of all of such Contracts.

(c) There are no threatened or contemplated attempts to organize for collective bargaining purposes any of the employees of the Company. The Company is not a party to or bound by any collective bargaining agreement and no collective bargaining agreement covering any of such employees is currently being negotiated.

(d) There is no, and since January 1, 1998, there has been no, work stoppage, strike, slowdown, picketing or other labor disturbance by or with respect to any of the employees of the Company. The Company has not received written notice of any claim or petition pending before, and at no time since January 1, 1998, has there been, any claim or petition made to, any Governmental Entity including, without limitation, the Department of Labor, National Labor

Relations Board or the Equal Employment Opportunity Commission, against the Company with respect to any labor or employment matter.

4.10 Employee Benefit Plans.

(a) Schedule 4.10(a) sets forth a complete and accurate list and description of each Employee Benefit Plan. With respect to each Employee Benefit Plan, the Company and the Shareholders have delivered or caused to be delivered to Purchaser true and complete copies of: (i) the plan document, trust agreement and any other document governing such Employee Benefit Plan; (ii) the summary plan description; (iii) all Form 5500 annual reports and attachments; and (iv) the most recent IRS determination letter, if any, for such plan.

(b) Each of the Employee Benefit Plans has been operated and administered in compliance with their respective terms and all applicable Requirement of Law including, without limitation, ERISA and the Code. The Company has not incurred any "accumulated funding deficiency" within the meaning of ERISA or incurred any liability to the PBGC in connection with any Employee Benefit Plan (or other class of benefits that the PBGC has elected to insure).

(c) Each Employee Benefit Plan that is intended to be tax qualified under the Code is identified as such on Schedule 4.10(c). Each such Employee Benefit Plan has received, or the applicable Company has applied for or will in a timely manner apply for, a favorable determination letter from the IRS stating that such Employee Benefit Plan meets the requirements of the Code and that any trust or trusts associated therewith are tax exempt under the Code.

(d) The Company does not maintain any "defined benefit plan" covering employees of Company within the meaning of Section 3(35) of ERISA subject to Title IV of ERISA or any "Multiemployer Plan" within the meaning of Section 401(a)(3) of ERISA.

(e) All contributions and payments of insurance premiums required to be made with respect to the Employee Benefit Plans have been fully paid in such a manner as not to cause any interest, penalties or other amounts that have not been satisfied or discharged to be assessed against Company with respect thereto.

(f) The Company has complied with the reporting and disclosure requirements of ERISA applicable to the Employee Benefit Plans and the continuation coverage requirements of the Code and ERISA applicable to any of the Employee Benefit Plans.

(g) There has been no "prohibited transaction" or "reportable event" within the meaning of the Code or ERISA within the last sixty (60) months, or breach of fiduciary duty with respect to any of the Employee Benefit Plans that could subject Purchaser or the Company to any tax, penalty or other liability under the Code or ERISA.

(h) No Employee Benefit Plan has been terminated within the past sixty (60) months. There are no Legal Proceedings or claims with respect to any of the Employee Benefit Plans (other than routine claims for benefits from eligible participants or beneficiaries in the normal and ordinary course of business) pending or, to the knowledge of the Company or the Shareholders threatened, and to the knowledge of the Company or the Shareholders, there are no facts, events, conditions or circumstances that could give rise to any such Legal Proceeding or claim (other than routine claims for benefits from eligible participants or beneficiaries in the normal and ordinary course).

(i) Neither the Company or any ERISA Affiliate has ever sponsored, maintained or contributed to, or been obligated to contribute to, any employee benefit plan subject to Title IV of ERISA or the minimum funding requirements of Code Section 412.

(j) No Employee Benefit Plan provides post retirement medical benefits, post retirement death benefits or any post retirement welfare benefits of any kind whatsoever.

(k) There are no current or former employees of Company who are on leave of absence under either of the Uniformed Services Employment or Reemployment Rights Act or the Family Medical Leave Act.

(l) Neither the Company, any of its Subsidiaries, or any of their employees, officers or directors, or any other Person has made any statement or communication or provided any materials to any employee or former employee of Company that provides for or could be construed as a contract, agreement or commitment by Purchaser or any of its Affiliates to provide for any pension, welfare, or other employee benefit or fringe benefit plan or arrangement to any such employee or former employee, whether before or after retirement or separation or otherwise.

(m) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any increase in or acceleration of any obligation or liability under any Employee Benefit Plan or to any employee or former employee of the Company.

4.11 Financials.

(a) The Company and the Shareholders have delivered or caused to be delivered to Purchaser a copy of the Company's balance sheet as of September 30, 1997, 1998 and 1999 and 2000 and the related statements of operations for the years then ended (collectively, the "Financial Statements"). True and complete copies of the Financial Statements are attached to this Agreement as Schedule 4.11(a). Except as set forth in Schedule 4.11(a), the Financial Statements are true, complete and correct, have been maintained in accordance with good business practice in the ordinary course of business, on a consistent basis, and fairly present the financial position of the Company as of the date of such Financial Statements and the results of operations for the periods covered thereby, subject only to, in the case of the Financial

Statements as of September 30, 2000, normal, minor year-end adjustments that will be made consistent with the Company's past practices.

(b) Since September 30, 2000: (i) the Company has operated, and the Shareholders have caused the Company to operate, its Business in the normal and ordinary course in a manner consistent with past practices; (ii) there has been no development, event, condition, or circumstance that has had, or could have, a material adverse effect upon the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) on the Company; (iii) there has not been any change in the accounting methods or practices followed by the Company, except as required by GAAP and disclosed on Schedule 4.11(b); (iv) the Company has not made or committed to make any capital expenditure or capital addition or betterments in excess of an aggregate of $10,000; and (v) the Company has not made any gift or contribution (charitable or otherwise) to any Person.

4.12 Cash. As of the date of this Agreement, the total amount of the Company's cash is at least $$560,000.

4.13 Accounts Receivable. Schedule 4.13 sets forth a complete and accurate aged list of those accounts receivable, notes receivable or other miscellaneous receivables owing to the Company as of the date of this Agreement that: (a) are characterized as such by GAAP; (b) will be characterized as such by GAAP within ninety (90) days after the Closing Date; (c) will be collected within ninety (90) days after the Closing Date; or (d) represent no more than $30,000 in invoices sent to customers in advance to renew coverage under the Company's standard support policy for the Programs, which invoices will not be collected or converted into accounts receivable to the extent that one or more of such customers do not to renew such coverage (collectively, the "Accounts Receivable") . Except for Accounts Receivable described in Section 4.13(d), the Accounts Receivable arose from bona fide transactions in the normal course of the Company's business and reflect credit terms consistent with past practice. The Company has good, legal and beneficial title to the Accounts Receivable. The Company has not sold, factored, securitized, or consummated any similar transaction with respect to any of the Accounts Receivable. Except for Accounts Receivable described in Section 4.13(d), each Accounts Receivable is fully collectible in the normal and ordinary course of business and is not subject to any counterclaim, defense, set-off or Adverse Claim.

4.14 Liabilities. The Company's current liabilities as of the date of this Agreement including all accounts payable, notes payable and other miscellaneous payables but excluding Deferred Revenues (all as determined pursuant to GAAP) (collectively, the "Short Term Liabilities") does not exceed $240,000. The Short Term Liabilities were incurred consistently with past business practice in and as a result of the normal and ordinary course of business and not as a result of the breach of any Contract. The Company does not have any liabilities or obligations, whether direct or indirect, matured or unmatured, contingent or otherwise, except:

(a) the Short Term Liabilities; (b) liabilities described in Section 4.15; or (c) to the extent fully disclosed on Schedule 4.14.

4.15 Deferred Revenues. The Company's obligations to perform separately-sold training Services for customers does not exceed $125,000 in Deferred Revenues as of the date of this Agreement (such Deferred Revenues being "Training Deferred Revenues"). All Deferred Revenues as of the date of this Agreement arising in respect of the sale or distribution of the Programs will be recognized as revenue by GAAP within ninety (90) days after the Closing Date, except for a maximum of $40,000 of such Deferred Revenues arising from Company-financed sales of the Programs which will be recognized as revenue by GAAP within eighteen (18) months after the Closing Date. All Deferred Revenues as of the date of this Agreement arising in respect of support Services will be recognized as revenue by GAAP within thirteen and one-half (13.5) months after the Closing Date. All other Deferred Revenues as of the date of this Agreement will be recognized as revenue by GAAP within one (1) year after the Closing Date.

4.16 Distributions. Since January 1, 1998, the Company has not declared, accrued, accumulated or paid any dividend, distribution, redemption or other amount with respect to any of the Company's ownership, indebtedness or other economic interest in the Company securities (including, without limitation, the Shares). No Person is entitled to receive any dividend, distribution, redemption or other amount in respect to any of the Company's ownership, indebtedness or other economic interest in the Company securities (including, without limitation, the Shares).

4.17 No Changes. Except as set forth on Schedule 4.17, since September 30, 2000, the Company has not:

(a) incurred any liabilities, other than liabilities incurred in the ordinary course of business consistent with past practice or with respect to the Transactions, or discharged or satisfied any lien or encumbrance, or paid any liabilities, other than in the ordinary course of business consistent with past practice, or failed to pay or discharge when due any liabilities of which the failure to pay or discharge has caused or will cause any material damage or risk of loss to it or any of its assets or properties;

(b) sold, encumbered, assigned or transferred any assets or properties which would have been owned by the Company if the Closing had been held on or on any date since then, except for the sale of inventory in the ordinary course of business consistent with past practice;

(c) created, incurred, assumed or guaranteed any indebtedness for money borrowed, or mortgaged, pledged or subjected any of its assets or properties to any mortgage, lien, pledge, security interest, conditional sales contract or other encumbrance of any nature whatsoever;

(d) made or suffered any amendment or termination of any material agreement, contract, commitment, lease or plan to which it is a party or by which it is bound, or canceled, modified or waived any substantial debts or claims held by it or waived any rights of any material value, whether or not in the ordinary course of business;

(e) declared, set aside or paid any dividend or made or agreed to make any other distribution or payment in respect of its capital shares or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or acquire any of its capital shares;

(f) suffered any damage, destruction or loss, whether or not covered by insurance, (i) adversely affecting its business, operations, assets, properties or prospects or (ii) of any item or items carried on its books of account individually or in the aggregate at more than Five Hundred Dollars ($500), or suffered any repeated, recurring or prolonged shortage, cessation or interruption of supplies or utility or other services required to conduct its business and operations;

(g) suffered any material adverse change in its business, operations, assets, properties, prospects or condition (financial or otherwise);

(h) made commitments or agreements for capital expenditures or capital additions or betterments exceeding Five Thousand Dollars ($5,000) in the aggregate;

(i) increased the salaries or other compensation of, or made any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its employees or independent contractors, or made any increase in, or any addition to, other benefits to which any of its employees may be entitled;

(j) created any Deferred Revenues except in the ordinary course of its business consistent with past practice, pursuant to Customer Contracts renewed or first created after September 30, 2000;

(k) changed any of GAAP followed by it or the methods of applying such principles; or

(l) entered into any transaction other than in the ordinary course of business consistent with past practice.

4.18 Real Property.

(a) Schedule 4.18(a) completely and accurately lists all real property owned or leased by the Company (collectively, the "Real Property") and the name and address of the owner, lessor or manager thereof, including all leases thereof ("Leases"). The Company has delivered to Purchaser true and complete copies of all Contracts to which the Company is a party

or is otherwise bound, and all certificates of occupancy required to be obtained and maintained by the Company with respect to any of such Real Property, and, in each case, all amendments thereto, which relate to or affect any of the Real Property, all of which are listed on Schedule 4.18(a). In addition, true and complete copies of all Leases have been delivered to Purchaser. The Company has peaceful, undisturbed and exclusive possession of all of its Real Property. Except for the Leases, the Company is not a party to any Contract that commits or purports to commit the Company to purchase or otherwise acquire or lease any real property including, without limitation, the Real Property.

(b) The Real Property is: (i) in good condition and repair and there has been no damage, destruction or loss relating to any of the Real Property that remains unremedied to date (ordinary wear and tear excepted); (ii) suitable to carry out the Company's business and operations as conducted thereon; and (iii) adequately serviced by all utilities necessary for the conduct of the Company's business and operations. During the last two (2) years, the Company has not experienced any material interruption in the delivery of adequate quantities of any utilities (including, without limitation, electricity, natural gas, potable water, water for cooling or similar purposes and fuel oil, but excluding any electricity interruption due to storm damage and other temporary interruptions) and other public services, including, without limitation, sanitary and industrial sewer services, required by the Company in the conduct of its business and operations at any of the Real Property. All taxes or impositions that are imposed upon or assessed against the Real Property have been fully paid, except for current taxes and impositions not yet due and payable. There are no rights of first refusal, purchase options, conditional sales agreements or similar Contracts relating to any of the Real Property. All Real Property and the Company's use thereof is in compliance with any applicable Requirement of Law.

(c) There is no condemnation, expropriation, eminent domain or other proceeding involving any taking of all or any portion of any real property comprising a part of the Real Property pending, or to the knowledge of the Company or the Shareholders, threatened, against any of the Real Property.

4.19 Tangible Personal Property.

(a) Schedule 4.19(a) sets forth a complete list of all material items of tangible personal property (including furniture, fixtures and equipment) presently used in the conduct of its business and operations that the Company owns, leases or licenses (the "Tangible Personal Property"). The Company has delivered to Purchaser true and complete copies of all Contracts (including, without limitation, leases and service, supply, maintenance and similar Contracts) to which the Company is a party or is otherwise bound or subject, and all amendments thereto, which relate to or affect any of the Tangible Personal Property, all of which Contracts are also listed on Schedule 4.19(a). In addition, true and complete copies of all Contracts pertaining to the lease or license of any Tangible Personal Property have been delivered to Purchaser. Except (i) for inventory used or sold in the normal and ordinary course of business since September 30,

2000, (ii) Tangible Personal Property that is leased or licensed by the Company, and (iii) liens and encumbrances that will be satisfied and discharged at Closing, the Company has good and marketable legal and beneficial title to all of its Tangible Personal Property free of all Adverse Claims.

(b) Since September 30, 2000, the Company has not incurred or suffered any physical damage, destruction, theft or loss of any of its items of Tangible Personal Property, whether owned, leased or licensed. All Tangible Personal Property that is presently used in the conduct of the Company's business and operations including, without limitation, all computer hardware and software (including all operating and application software), embedded systems and other electro-mechanical or processor-based systems is in good working order, condition and repair and will be sufficient for the Company to conduct the Business (as conducted on the date of this Agreement) for one (1) year following the Closing Date.

(c) The Company has performed the obligations required to be performed by it to date under all Contracts relating to or affecting the Tangible Personal Property and is not in default or breach thereof. In addition, no party to any such Contract: (i) has provided any notice to the Company of its intent to terminate or not renew any such Contract; (ii) has threatened to terminate or not renew any such Contract; or (iii) is in breach or default under any provision thereof, and no event or condition has occurred, whether with or without the passage of time or the giving of notice, or both, that would constitute such a breach or default.

4.20 Programs and Services.

(a) Except as set forth on Schedule 4.20(a), there are no unfulfilled, legally binding promises or commitments which the Company has made in connection with the Programs or the Services. There are no obligations or liability of the Company to Customers which are material to the business of the Company, except the obligation to supply Programs and Services to Customers in the ordinary course of business.

(b) The Company has no obligation to provide any of the Services or the Programs free of charge. Except as set forth in Schedule 4.20(b), t he Company has no obligation or liability for the refund of monies to its Customers. Except as set forth in Schedule 4.20(b), the Company has not collected fees for Services or Programs more than fifteen (15) days prior to their due date under the applicable Customer Contracts.

(c) The list of services and rates offered by the Company for the Programs and the Services on the date of this Agreement is attached to Schedule 4.20(c).

(d) The Company has at least 2510 Qualified Customers.

4.21 Proprietary Rights.

(a) Schedule 4.21(a) is a complete and accurate list of all Intellectual Property owned or used by the Company, together with, in the case of registered Intellectual Property: (i) the applicable registration number; (ii) the filing, registration, issue or application date; (iii) the record owner; (iv) the country; (v) the title or description; and (vi) the remaining life. In addition, Schedule 4.21(a) identifies whether each item of Intellectual Property is owned by the Company or possessed and used by the Company under any Contract, all of which Contracts are accurately listed on Schedule 4.21(a). The Company has good and marketable title to all of the Intellectual Property. The Company is not infringing upon, and the Company has not misappropriated, any third Person's Intellectual Property.

(b) There is neither pending, nor to the Company's or the Shareholders' knowledge, threatened, any Legal Proceeding against the Company contesting the validity or right the Company to use any of the Intellectual Property, and the Company has not received any notice of infringement upon or conflict with any asserted right of others nor is there a basis for such a notice. No Person, is infringing or has misappropriated the Company's rights to its Intellectual Property.

(c) The Company has no obligation to compensate others for the use of any Intellectual Property. Except as otherwise provided in Schedule 4.21(c), the Company has not granted any license or other right to use, in any manner, any of the Intellectual Property, whether or not requiring the payment of royalties.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not: (i) result in or give to any Person any right of termination, non-renewal, cancellation, withdrawal, acceleration or modification in or with respect to any Contract relating to or affecting the Intellectual Property; (ii) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under any such Contract; or (iii) result in the creation or imposition of any Adverse Claim upon the Company or any of their respective assets under the terms of any such Contract.

4.22 Contracts.

(a) Schedule 4.22(a) sets forth a complete and accurate list of any of the following types of Contracts, existing as of the Closing except where specifically set forth below, to which the Company is a party or by which it or its properties is bound or subject:

(i) all Customers Contracts and any other Contracts with Customers;

(ii) all open orders received by the Company for Services or Programs as of September 30, 2000;

(iii) all Contracts with any sales representative, sales agent, dealer or distributor;

(iv) all Contracts that create a partnership or a joint venture or arrangement that involves a sharing of profits (whether through equity ownership, Contract or otherwise) between the Company and any other Person;

(v) all Contracts that purport to or have the effect of limiting the Company's right to engage in, or compete with any Person in, any business;

(vi) all Contracts involving a commitment of the Company's assets or the incurrence by the Company of liabilities in any one transaction or series of related transactions in excess of $10,000;

(vii) all Contracts pursuant to which the Company has created, incurred, assumed or guaranteed any indebtedness (including, without limitation, to or for the Company) other than for trade indebtedness incurred in the normal and ordinary course of the business;

(viii) all Leases;

(ix) all Contracts for the purchase of material, equipment or services;

(x) all Contracts for the sale or lease of equipment;

(xi) all Contracts with any third Person (other than Customers) relating to any of the Programs or Services;

(xii) all Contracts with the Company or with the Company or with any third Person regarding any of the Shares including, without limitation, shareholder agreements, voting agreements, and Contracts providing for preemptive rights;

(xiii) all powers of attorney;

(xiv) all Contracts granting or permitting the grant of any Adverse Claim against the Company's properties; and

(xv) all Contracts not made in the normal and ordinary course of the Company's business.

(b) Each of the Contracts to which the Company or its assets are bound or subject including, without limitation, any Contract relating or affecting any of the Real Property, the Tangible Personal Property, and the Intellectual Property: (i) is in full force and effect; (ii) is a valid and binding obligation of, and is enforceable in accordance with its terms against, the respective parties thereto; (iii) was made in the normal and ordinary course of business; and (iv)

contains no provision or covenant prohibiting or limiting the ability of the Company to operate its business and operations in the manner in which they are currently operated.

(c) The Company has performed or is performing in all material respects the obligations required to be performed by it under all Contracts to which it or any of its assets is bound or subject including, without limitation, any Contract relating to or affecting any of the Real Property, the Tangible Personal Property and the Intellectual Property. In addition, no party to any such Contract: (i) has provided any notice to the Company of its intent to terminate, not renew, or withdraw its participation in any such Contract; (ii) has threatened to terminate or withdraw from participation in any such Contract; or (iii) to the knowledge of the Company or the Shareholders, is in breach or default under any provision thereof, and no event or condition has occurred, whether with or without the passage of time or the giving of notice, or both, that would constitute such a breach or default.

(d) Except as set forth on Schedule 4.22(d), no Consent of any party to any Contract to which the Company is a party or by which any of its assets are bound or subject is required in connection with the Transactions.

(e) The execution, delivery and performance of this Agreement and the consummation of the Transactions will not: (i) result in or give to any Person any right of termination, non-renewal, cancellation, withdrawal, acceleration or modification in or with respect to any Contract to which the Company is a party or by which it or any of its assets are bound or subject including, without limitation, any Contract relating to or affecting any of the Real Property, the Tangible Personal Property and the Intellectual Property; (ii) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under any such Contract; or (iii) result in the creation or imposition of any Adverse Claim upon the Company or any of its properties under the terms of any such Contract.

4.23 Insurance. Schedule 4.23 sets forth a complete and accurate list, of all insurance policies held by the Company identifying all of the following for each such policy: (i) the type of insurance; (ii) the insurer; (iii) the policy number; (iv) the applicable policy limits, (v) the applicable periodic premium; and (vi) the expiration date. Each such insurance policy is valid and binding and is and has been in effect since the date of its issuance. All premiums due thereunder have been paid, and the Company has not received any notice of any increase in premiums or of any cancellation, non-renewal or termination in respect of any such policy. The Company is not in default under any such policy in any respect. No Person to whom any such insurance policy has been issued has received notice that any insurer under any policy referred to in this Section 4.23 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause. The Company has notified its insurance carriers of all litigation, claims and facts which could reasonably be expected to give rise to a claim, all of which are completely and accurately set forth and described in reasonable detail in Schedule 4.23.

4.24 Environmental Matters.

(a) The Company and the operation of its businesses is and has been in compliance with all applicable Environmental Laws.

(b) There have occurred no and there are no events, conditions, circumstances, activities, practices, incidents, or actions that may give rise to any common law or statutory liability, or otherwise form the basis of any Legal Proceeding, Order, remedial or responsive action, or study involving or relating to the Company based upon or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or wastes.

(c) There is no asbestos contained in or forming a part of any building, structure or improvement comprising a part of any of the Real Property. There are no polychlorinated byphenyls (PCBs) present, in use or stored on any of the Real Property. No radon gas or the presence of radioactive decay products of radon are present on, or underground at any of the Real Property at levels beyond the minimum safe levels for such gas or products prescribed by applicable Environmental Laws.

(d) The Company has obtained and maintained all permits, licenses and other authorizations which are required in connection with the conduct of its business under regulations relating to pollution or protection of the environment, including regulations relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation ambient air, surface water, groundwater, or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

(e) The Company is in full compliance in the conduct of its business with all terms and conditions of the required permits, licenses and authorizations, and is also in full compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in those laws or contained in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

(f) The Company is not aware of, nor has the Company received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans involving the Company which may interfere with or prevent compliance or continued compliance with those laws or any regulations, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the

manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste.

(g) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against the Company in connection with the conduct of its business relating in any way to those laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

4.25 Permits.

(a) The Company has obtained and holds in full force, and Schedule 4.25(a) sets forth a complete and accurate list of, all Permits that are necessary for the operation of the Company's business and operations. The Company is in compliance with the terms of any such Permits.

(b) The execution, delivery and performance of this Agreement and the consummation of the Transactions will not: (i) result in or give to any Person any right of termination, non-renewal, cancellation, acceleration or modification in or with respect to any such Permits; (ii) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under any such Permits; or (iii) result in the creation or imposition of any Adverse Claim upon the Company or any of its assets under the terms of any Permit.

(c) There is no Order outstanding against the Company, nor is there now pending, or to the Company's knowledge, threatened, any Legal Proceeding, which could adversely affect any of the Permits required to be obtained and maintained by the Company.

4.26 Regulatory Filings. The Company has filed all registrations, filings, reports, and submissions that are required by any Requirement of Law. All such filings were made in compliance with applicable Requirement of Law when filed and no deficiencies have been asserted by any Governmental Entity with respect to such filings and submissions that have not been finally resolved.

4.27 Taxes and Returns.

(a) The Company has duly and timely filed all Tax Returns. Each such Tax Return was true, correct and complete. The Company has paid in full all Taxes that were due and payable, or asserted or claimed to be due and payable by any Tax Authority from the Company for the period covered by such Tax Return. All Taxes not yet due and payable have been withheld or reserved for or, to the extent that they relate to periods on or prior to September

30, 2000, are reflected as a liability on the Company's balance sheet as of September 30, 2000 that are a part of the Financial Statements.

(b) The Company has complied with all applicable Requirement of Law relating to the payment and withholding of Taxes (including, without limitation, withholding of Taxes pursuant to Section 1441 and 1442 of the Code, or similar provisions under any foreign Requirement of Law) and have, within the time and in the manner prescribed by applicable Requirement of Law: (i) withheld from employee wages and paid over, in a timely manner, to the proper Taxing Authorities all amounts required to be so withheld and paid over under applicable law; and (ii) withheld and paid over all sales, use and similar Taxes required under applicable law.

(c) No deficiency for any Taxes has been proposed, asserted or assessed against the Company that has not been resolved and paid in full or fully reserved for and identified on the Company's balance sheet as of September 30, 2000 that are a part of the Financial Statements. The Company has not received any outstanding and unresolved notices from the IRS or any other Taxing Authority of any proposed examination or of any proposed change in reported information relating to the Company. No Legal Proceeding or audit or similar foreign proceedings is pending with regard to any Taxes or Tax Returns.

(d) No waiver or comparable consent given by the Company regarding the application of the statute of limitations with respect to any Taxes or Tax Returns is outstanding, nor, to the knowledge of the Company and the Shareholders, is any request for any such waiver or consent pending.

(e) There are no liens or encumbrances of any kind for Taxes upon any assets or properties of the Company other than for Taxes not yet due and payable.

(f) The Company has not requested any extension of time within which to file any Tax Return, which Tax Return has not since been filed.

(g) The Company is not a party to any Contract providing for the allocation or sharing of Taxes. The Company has not made any election under Section 341(f) of the Code.

(h) The Company has not agreed to make, nor is it required to make, any adjustment under Section 481(a) of the Code for any period ending after the Closing Date by reason of a change in accounting method or otherwise and the Company has no knowledge that the IRS has proposed such adjustment or change in accounting method.

(i) None of the assets of the Company is required to be treated as owned by any other person pursuant to the "safe harbor lease" provisions of former Section 168(f)(8) of the Code.

(j) The Company is not a party to any venture, partnership, Contract or arrangement under which it could be treated as a partner for federal income tax purposes.

(k) The Company does not have a permanent establishment located in any tax jurisdiction other than the United States, nor is it liable for the payment of Taxes levied by any jurisdiction located outside the United States.

(l) No state of facts exists or has existed that would constitute grounds for the assessment of Taxes with respect to period that have not been audited by the IRS or any other Taxing Authority.

(m) No power of attorney has been granted by the Company with respect to any matter relating to Taxes that is currently in force.

(n) The Company is not or has not been a United States real property holding company (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(o) The Company is not a party to any Contract or arrangement that would result in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code.

(p) All transactions that could give rise to an understatement of federal income tax (within the meaning of Section 6662 of the Code or any predecessor provision tof this Agreement) have been adequately disclosed on the Tax Returns required in accordance with Section 6662(d)(2)(B) of the Code or any predecessor provision thereto.

(q) No election under Code Section 338 (or any predecessory provisions) has been made by or with respect to the Company or any of its assets or properties.

(r) No indebtedness of the Company is "corporate acquisition indebtedness" within the meaning of Code Section 279(b).

4.28 Investment Portfolio. The Company's investment portfolio consists solely of investments in one or more of the following: (i) interest bearing deposit accounts (including certificates of deposit) that are insured by the Federal Deposit Insurance Corporation (except as set forth in Schedule 4.28); (ii) direct obligations of the United States of America with a maturity not greater than one year; (iii) short term money market funds; or (iv) commercial paper of any corporation organized under the laws of any State of the United States or any bank organized or licensed to conduct a banking business under the laws of the United States or any State thereof having the highest short-term rating given by Moody's Investor's Services, Inc. and Standard and Poor's Corporation.

4.29 Affiliate Transactions. Since January 1, 1998, the Company has not been a party to any Contract, transaction or series of transactions, whether written or oral (other than for the compensation arrangements described in Schedule 4.31(a)), with any Affiliate of the Company or any past or current shareholder of the Company.

4.30 Accounts. Schedule 4.30 completely and accurately states the names and addresses of each bank, financial institution, fund, investment or money manager, brokerage house and similar institution in which the Company maintains any account (whether checking, savings, investment, trust or otherwise), lock box or safe deposit box (collectively, the "Accounts"), and the account numbers and name of the Persons having authority to effect transactions with respect thereto or other access thereto.

4.31 Officers and Directors.

(a) Schedule 4.31(a) accurately and completely lists the names of the Company's respective directors, executive officers, and any of their respective employees who are not executive officers but who have or are expected to make significant contributions to the Company, and the compensation payable to each of them to serve as such.

(b) Neither the Shareholders nor any of the current directors or current executive officers of the Company have, within the past five (5) years:

(i) filed or had filed against him or her a petition under the Federal bankruptcy laws or any state insolvency or similar law, or had a receiver, conservator, fiscal agent or similar officer appointed by a court for the business, property or assets of such individual, or any partnership in which he or she was a general partner or any other Person of which he or she was a director or an executive officer or had a position having similar powers and authority at or within two (2) years of the date of such filing;

(ii) been convicted of, or pled guilty or no contest to, any crime (other than traffic offenses and other minor offenses);

(iii) been named as a subject of any criminal Legal Proceeding (other than for traffic offenses and other minor offenses);

(iv) been the subject of any Order or sanction relating to an alleged violation of, or otherwise found by any Governmental Entity to have violated: (1) any Requirement of Law relating to securities or commodities; (2) any Requirement of Law respecting financial institutions, insurance companies, or fiduciary duties owed to any Person; or (3) any Requirement of Law prohibiting fraud (including, without limitation, mail fraud or wire fraud);

(v) been the subject of any Order enjoining or otherwise prohibiting him or her from engaging in any type of business activity; or

(vi) been the subject of any Order or sanction by: (1) a self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act of 1934); (2) a contract market designated pursuant to Section 5 of the Commodity Exchange Act, as amended; or (3) any substantially equivalent foreign authority or organization.

4.32 Corporate Records. The Company has maintained complete and accurate corporate books and records, minutes of the meetings of the stockholders or directors, stock books, corporate seal (if any) and any other similar books and records in compliance with all Requirement of Law and Contracts and in conformity with good and sound business practice.

4.33 Inventory. All inventory including, without limitation, supplies, packaging materials, purchased products, pages, and finished goods (collectively, the "Inventory") that are listed on Schedule 4.33: (a) were purchased or acquired and are maintained in the normal and ordinary course of the Company's business; (b) have been and are of the type customarily sold in the normal and ordinary course of the Company's business; (c) have been valued at the lower of cost (on a first-in-first-out basis) and market value, net of obsolete inventory and of appropriate reserves for slow moving inventory, as determined in accordance with GAAP; and (d) is of good and merchantable quality and is free from any material defect or other material deficiency (whether in design or manufacture). None of the Inventory has been manufactured outside of the specifications therefor. The Company is not under any liability or obligation with respect to the return of Inventory sold to wholesalers, retailers or other customers.

4.34 Brokers or Finders. Except as set forth in Schedule 4.34, neither the Company nor the Shareholders have engaged the services of any broker or finder with respect to the transactions contemplated by this Agreement, and no Person, whether identified on Schedule 4.34 or not, has or will have, as a result of the consummation of the Transactions, any right, interest or valid claim for any commission, fee or other compensation as a finder or broker thereof. Without detracting from any of the foregoing, the Shareholders are solely responsible, except as set forth in Schedule 4.34, for the payment of the commissions, fees and other compensation payable to the Person having any such right, interest or claim including, without limitation, the Persons identified on Schedule 4.34.

4.35 Customers; Suppliers.

(a) Schedule 4.35(a) sets forth a complete listing of all Customers receiving maintenance and support Services from the Company in respect of Programs under the Company's standard support policy as of October 20, 2000, and the rate of compensation for such Services with respect to each such Customer. The Company does not have maintenance or support obligations to customers in respect of Programs except as set forth in the Company's standard support policy.

(b) Except as set forth on Schedule 4.35(b): (a) the Company has maintained, and currently maintains good working relationships with all of its customers and suppliers; and (b) the Company is not currently or has not been since January 1, 1999, involved in a dispute involving $5,000 or more. Since January 1, 1999, none of the Company's customers or suppliers have terminated, canceled or threatened in writing to terminate or cancel any Contract or relationship with the Company except in the ordinary course of business, consistent with past practice. To the knowledge of the Company, no material customer or supplier of the Company intends to, or will cease doing business with the Company or alter materially the amount of business done with the Company after the Closing.

4.36 Title. Except as set forth in Schedule 4.36, the Company owns and has legal and marketable title to all of its assets and, on the Closing Date, will own and have legal and marketable title to all of its assets, free and clear of all pledges, claims, assessments, leases, charges, mortgages, liens (including federal, state, and local tax liens), security interests, encumbrances, and other restrictions.

4.37 Investment Representations. Van Stolk and Bongolan understand that the Maxwell Shares will not be registered under the Securities Act. Van Stolk and Bongolan also understand that the Maxwell Shares are being issued, pursuant to an exemption from registration contained in the Securities Act based upon Van Stolk's and Bongolan's representations contained in this Agreement. Van Stolk and Bongolan hereby additionally represents and warrants as follows:

(a) Bears Economic Risk. Van Stolk and Bongolan have substantial experience in evaluating and investing in private placement transactions of securities in companies similar to Purchaser so that they are capable of evaluating merits and risks of their investment in Purchaser and have the capacity to protect their own interests. Van Stolk and Bongolan must bear the economic risk of this investment indefinitely unless the Maxwell Shares are registered pursuant to the Securities Act, or an exemption from registration is available. Van Stolk and Bongolan understand that Purchaser has no present intention of registering the Maxwell Shares or any shares of its common stock. Van Stolk and Bongolan also understand that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Van Stolk and Bongolan to transfer all or any portion of the Maxwell Shares under the circumstances, in the amounts or at the times Van Stolk or Bongolan might propose.

(b) Acquisition for Own Account. Van Stolk and Bongolan are acquiring the Maxwell Shares for their own account for investment only, and not with a view towards its distribution, within the meaning of the Securities Act.

(c) Shareholders Can Protect his Interests. Van Stolk and Bongolan represent that by reason of their business or financial experience, Van Stolk and Bongolan haves the

capacity to protect their own interests in connection with the transactions contemplated in this Agreement. Further, Van Stolk and Bongolan are aware of no publication of any advertisement in connection with the transactions contemplated in this Agreement.

(d) Accredited Investor. Van Stolk and Bongolan represents that theyhe areis accredited investors within the meaning of Regulation D under the Securities Act.

(e) Company Information. Van Stolk and Bongolan haves received and read Purchaser's financial statements and has had an opportunity to discuss the business, management and financial affairs of Purchaser with directors, officers and management of Purchaser and has had the opportunity to review their operations and facilities. Van Stolk and Bongolan haves also had the opportunity to ask questions of and receive answers from Purchaser and its management regarding the terms and conditions of this investment.

(f) Rule 144. Van Stolk and Bongolan acknowledge and agree that the Maxwell Shares must be held indefinitely unless it is subsequently registered under the Securities Act or an exemption from such registration is available. Van Stolk and Bongolan haveas been advised or is aware of the provisions of Rule 144 and Rule 144A promulgated under the Securities Act as in effect from time to time, which permits limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about Purchaser, the resale occurring following the required holding period under Rule 144, and the number of securities being sold during any period not exceeding specified limitations.

(g) Residency. Van Stolk and Bongolan are residents of the State of California.

(h) Transfer Restrictions. Van Stolk and Bongolan acknowledge and agree that the Maxwell Shares are subject to restrictions on transfer as set forth in Section 7.2.

(i) Legend. Van Stolk and Bongolan agree and acknowledge that Purchaser will place the following legend on the Maxwell Shares:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR A SATISFACTORY OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH PLEDGE, HYPOTHECATION, SALE OR TRANSFER IS EXEMPT THEREFROM UNDER ANY SUCH ACT AND

APPLICABLE STATE SECURITIES LAWS. IN ADDITION, THE SECRURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SETOFF RIGHTS AND RIGHTS OF FIRST REFUSAL PURSUANT TO THAT CERTAIN STOCK PURCHASE AGREEMENT WITH THE COMPANY DATED OCTOBER 25, 2000.

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE INVESTOR RIGHTS AGREEMENT DATED OCTOBER 15, 1998, AS AMENDED, BETWEEN THE COMPANY AND HOLDERS OF CERTAIN OF ITS SECURITIES. A COPY OF THE INVESTOR RIGHTS AGREEMENT IS AVAILABLE FOR REVIEW AT THE COMPANY'S OFFICES.

4.38 Accuracy and Completeness of Information. All information furnished, to be furnished or caused to be furnished in writing to Purchaser by the Company or the Shareholders with respect to the Shareholders or the Company for the purposes of or in connection with this Agreement, or any of the Transactions taken as a whole, is true and complete in all material respects and does not contain any untrue statement of a material fact or fail to state any material fact necessary to make such information not misleading.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Company and the Shareholders as follows:

5.1 Corporate Existence. Purchaser is a corporation duly organized, validly existing, and subsisting under the laws of the Commonwealth of Pennsylvania. Purchaser has full corporate power and authority to enter into this Agreement and Purchaser has full corporate power and authority to purchase and take title to the Shares upon the terms and conditions set forth in this Agreement.

5.2 Validity. Neither the execution and delivery of this Agreement, nor the consummation of the Transactions will:

(a) contravene any provision of the Articles of Incorporation or Bylaws of Purchaser;

(b) violate, be in conflict with, constitute a default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, and effectiveness of any lease, license, permit, authorization, or approval applicable to Purchaser; or

(c) violate any provision of law, rule, regulation, order, or permit to which Purchaser is subject.

5.3 Authorization. The execution and delivery of the Transaction Documents and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of Purchaser, and the Transaction Documents are the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

5.4 Capitalization. The authorized capital stock of the Company, immediately following the Closing, will consist of: (i) 2,000,000 shares of common stock, no par value per share ("Common Stock"); and (ii) 500,000 shares of preferred stock, no par value ("Preferred Stock"), with 20,000 shares of Preferred Stock designated as Series A Preferred Stock, 327,050 shares of Preferred Stock designated as Series B Preferred Stock, 100,000 shares of Preferred Stock designated as Series C Preferred Stock, 8,500 shares of Preferred Stock designated as Series D Preferred Stock and 6,600 shares of Preferred Shares designated as Series E Preferred Stock. Exhibit 5.4 sets forth the number of shares of Common Stock, each series of Preferred Stock and all options, warrants and other securities convertible into Common Stock that will be issued and outstanding immediately following the Closing.

5.5 Financial Statements. Purchaser has delivered to Van Stolk its audited balance sheet as at December 31, 1999, unaudited balance sheet as at September 30, 2000 (the "Statement Date"), audited consolidated statement of income and cash flows for the fiscal year ending December 31, 1999, and unaudited consolidated statement of income and cash flows for the nine month period ending on the Statement Date (collectively, "Purchaser's Financial Statements"). Purchaser's Financial Statements present fairly the financial condition and position of the Company as of their respective dates, subject only to normal year-end adjustments that have not yet been made. Since the Statement Date, there has been no development, event, condition, or circumstance that has had, or could have, a material adverse effect upon the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) on Purchaser.

ARTICLE 6 – SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 Survival of Representations and Warranties. Subject to the last three (3) sentences of this Section 6.1, the representations and warranties of the Shareholders and Purchaser contained in this Agreement shall survive until December 31, 2002, except that the representations and warranties set forth in: (i) Sections 4.10, 4.11, 4.16, 4.27 and 5.5 shall survive until the expiration of the statute of limitations applicable to the subject matter addressed thereunder; and (ii) Sections 4.3(a), 4.5 and 5.4 shall survive forever. Any representation or warranty that would otherwise terminate in accordance with this Section 6.1 will continue to survive if an Indemnity Notice, an Unliquidated Indemnity Notice or a Claim Notice (as applicable) shall have been given in good faith based on facts reasonably expected to establish a valid claim under Section 7.1 on or prior to the date on which such representation or warranty would have otherwise terminated, until the related claim for indemnification has been satisfied or otherwise resolved as provided in Section 7.1. Any representation or warranty contained in this

Agreement made by any party or any information furnished by any party that was made by such party fraudulently or with intent to defraud or mislead or with gross negligence shall indefinitely survive the Closing.

6.2 No Contribution; Waiver. The Shareholders shall not be entitled to make any claim for indemnity or contribution or any other similar claim against Purchaser or the Company with respect to any Indemnifiable Losses for which the Shareholders are liable under Section 7.1. To the extent that the Shareholders may now or in the future have the right to assert any such claim against Purchaser or the Company, the Shareholders hereby waive any such right and hereby releases and forever discharges Purchaser and the Company from any such claim.

ARTICLE 7 – POST-CLOSING COVENANTS

7.1 Indemnification.

(a) *The Shareholders' Indemnification.* From and after the Closing, the Shareholders shall indemnify and hold harmless Purchaser, and its shareholders, directors, officers, employees, successors and assigns, from and against all Indemnifiable Losses that may be imposed upon, incurred by or asserted against any of them resulting from, related to, or arising out of: (i) any misrepresentation, breach of any warranty or non-fulfillment of any covenant to be performed by the Company or the Shareholders under this Agreement or any document, instrument, certificate or other item furnished or to be furnished to Purchaser pursuant to this Agreement or in connection with the Transactions (even if Purchaser knew or should have known of the misrepresentation, breach or non-fulfillment at the time of Closing or when furnished with any document, instrument, certificate or other item); (ii) any liability or obligation of the Shareholders, the Company or the Business of any nature that are applicable to any period on or prior to the Closing Date or that arise out of transactions entered into, or any state of facts existing, on or prior to the Closing Date other than (1) performance of the Company's Contracts in the ordinary course of business consistent with past practice after the Closing Date, (2) liabilities and obligations set forth on the Balance Sheet, (3) trade payables that were incurred within sixty (60 days prior to the Closing Date consistent with past business practice and in the normal and ordinary course of business (and not as a result of the breach of any Contract) since September 30, 2000 or (4) liabilities or obligations that are expressly referenced on the Schedules; and (iii) any Legal Proceeding or Order arising out of any of the foregoing even though such Legal Proceeding or Order may not be filed, become final, or come to light until after the Closing Date.

(b) *Purchaser's Indemnification.* From and after the Closing, Purchaser shall indemnify and hold harmless the Shareholders from and against all Indemnifiable Losses that may be imposed upon, incurred by or asserted against, the Shareholders resulting from, related to, or arising out of any misrepresentation, breach of any warranty, or nonfulfillment of any covenant or agreement to be performed by Purchaser under this Agreement, as well as any

liability arising out of the operations of Purchaser after the Closing that is not otherwise the subject of an Indemnifiable Loss for which Purchaser is entitled to be indemnified under Section 7.1(a).

(c) *Procedure for Indemnification.*

(i) In the event that the Person seeking indemnification under this Section 7.1 (the "Indemnified Party") shall suffer an Indemnifiable Loss, he, she or it shall, within sixty (60) days after incurring any such Indemnifiable Loss, give written notice to the party from whom indemnification under this Article is sought (the "Indemnifying Party") of the amount of the Indemnifiable Loss, together with reasonably sufficient information to enable the Indemnifying Party to determine the accuracy and nature of the claimed Indemnifiable Loss (the "Indemnity Notice"). The failure of any Indemnified Party to give the Indemnifying Party the Indemnity Notice shall not release the Indemnifying Party of liability under this Section 7.1; provided, however that the Indemnifying Party shall not be liable for Indemnifiable Losses incurred by the Indemnified Party that would not have been incurred but for the delay in the delivery of, or the failure to deliver, the Indemnity Notice. Within thirty (30) days after the receipt by the Indemnifying Party of the Indemnity Notice, the Indemnifying Party shall either: (i) pay to the Indemnified Party an amount equal to the Indemnifiable Loss; or (ii) object to such claim, in which case the Indemnifying Party shall give written notice to the Indemnified Party of such objection together with the reasons therefor, it being understood that the failure of the Indemnifying Party to so object shall preclude the Indemnifying Party from asserting any claim, defense or counterclaim relating to the Indemnifying Party's failure to pay any Indemnifiable Loss. The Indemnifying Party's objection shall not relieve the Indemnifying Party from its obligations under this Section 7.1.

(ii) In the event that any Indemnified Party shall have reasonable grounds to believe that an Indemnifiable Loss may be incurred, such Indemnified Party shall, within sixty (60) days after obtaining sufficient information to articulate such grounds give written notice to the applicable Indemnifying Party, together with such information as is reasonably sufficient to describe the potential or contingent claim to the extent then feasible (an "Unliquidated Indemnity Notice"). The failure of an Indemnified Party to give the Indemnifying Party the Unliquidated Indemnity Notice shall not release the Indemnifying Party of liability under this Section 7.1; provided, however that the Indemnifying Party shall not be liable for Indemnifiable Losses incurred by the Indemnified Party that would not have been incurred but for the delay in the delivery of, or the failure to deliver, the Unliquidated Indemnity Notice. Within sixty (60) days after the amount of such claim shall be finalized, resolved, or liquidated, the Indemnified Party shall give the Indemnifying Party an Indemnity Notice, and the Indemnifying Party's obligations under this Section 7.1 with respect to such Indemnity Notice shall apply.

(iii) In the event the facts giving rise to the claim for indemnification under this Section 7.1 shall involve any action or threatened claim or demand by any third party against the Indemnified Party, the Indemnified Party, within the earlier of, as applicable, fifteen (15) days after receiving notice of the filing of a lawsuit or sixty (60) days after receiving notice of the existence of a claim or demand giving rise to the claim for indemnification, shall send written notice of such claim to the Indemnifying Party (the "Claim Notice"). The failure of the Indemnified Party to give the Indemnifying Party the Claim Notice shall not release the Indemnifying Party of liability under this Article; provided, however, that the Indemnifying Party shall not be liable for Indemnifiable Losses incurred by the Indemnified Party that would not have been incurred but for the delay in the delivery of, or the failure to deliver, the Claim Notice. Subject to the third sentence immediately following this sentence, the Indemnifying Party shall be entitled to defend such claim in the name of the Indemnified Party at its own expense and through counsel of its own choosing; provided, that if the applicable claim or demand is against, or if the defendants in any such Legal Proceeding shall include, both the Indemnified Party and the Indemnifying Party and the Indemnified Party reasonably concludes that there are defenses available to it that are different or additional to those available to the Indemnifying Party or if the interests of the Indemnified Party may be reasonably deemed to conflict with those of the Indemnifying Party, then the Indemnified Party shall have the right to select separate counsel and to assume the Indemnified Party's defense of such claim, demand or Legal Proceeding, with the reasonable fees, expenses and disbursements of such counsel to be reimbursed by the Indemnifying Party as incurred. The Indemnifying Party shall give the Indemnified Party notice in writing within ten (10) days after receiving the Claim Notice from the Indemnified Party in the event of litigation, or otherwise within thirty (30) days, of its intent to do so. Whenever the Indemnifying Party is entitled to defend any claim under this Agreement, the Indemnified Party may elect, by notice in writing to the Indemnifying Party, to continue to participate through its own counsel, at its expense, but the Indemnifying Party shall have the right to control the defense of the claim or the litigation; provided, that the Indemnifying Party (i) retains counsel satisfactory to the Indemnified Party and pursuant to an arrangement satisfactory to the Indemnified Party and (ii) posts a bond or similar surety in form and substance satisfactory to the Indemnified Party to cover the estimated litigation costs and expenses (including attorneys' fees and expenses) and the estimated indemnification amount; otherwise, the Indemnified Party shall have the right to control the defense of the claim or the litigation.

(iv) Notwithstanding any other provision contained in this Agreement, the party controlling the defense of the claim or the litigation shall not settle any such claim or litigation without the written consent of the other party; provided, that if the Indemnified Party is controlling the defense of the claim or the litigation and shall have, in good faith, negotiated a settlement thereof, which proposed settlement contains terms that are reasonable under the circumstances, then the Indemnifying Party shall not withhold or delay the giving of such consent. In the event that the Indemnifying Party is controlling the defense of the claim or the litigation and shall have negotiated a settlement thereof, which proposed settlement is substantively final and unconditional as to the parties thereto (other than the consent of the

Indemnified Party required under this subsection) and contains an unconditional release of the Indemnified Party and does not include the taking of any actions by, or the imposition of any restrictions on the part of, the Indemnified Party and the Indemnified Party shall refuse to consent to such settlement, the liability of the Indemnifying Party under this Section 7.1, upon the ultimate disposition of such litigation or claim, shall be limited to the amount of the proposed settlement; provided, however, that in the event the proposed settlement shall require that the Indemnified Party make an admission of liability, a confession of judgment, or shall contain any other non-financial obligation which, in the judgment of the Indemnified Party, renders such settlement unacceptable, then the Indemnified Party's failure to consent shall not give rise to the limitation of Indemnifying Party's liability as provided for in this subsection, and the Indemnifying Party shall continue to be liable to the full extent of such litigation or claim.

(d) *Limitations on Certain Indemnification.* The Shareholders shall not be required to indemnify Purchaser for any Indemnifiable Losses until the aggregate amount of all such Indemnifiable Losses exceeds Fifty Thousand Dollars ($50,000). In addition, the Shareholders shall not be required to indemnify Purchaser for any Indemnifiable Losses in an amount in excess of the aggregate Purchase Price paid or payable under this Agreement. Notwithstanding anything to the contrary in this Section 7.1(d), no limitation or condition of liability shall apply if one or more of the Shareholders made the representation or warranty with actual knowledge that it contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements or facts contained therein not misleading.

(e) *Payment.* Upon the determination of the liability under this Section 7.1, the Indemnifying Party shall pay to the Indemnified Party within ten (10) days after such determination, the amount of any claim for indemnification made under this Agreement. In the event that the Indemnified Party is not paid in full for any such claim pursuant to the foregoing provisions promptly after the Indemnified Party's obligation to indemnify has been determined in accordance with this Agreement, the Indemnified Party shall have the right, notwithstanding any other rights that it may have against any other person, firm or corporation, to setoff the unpaid amount of any such claim against any amounts owed by it under any agreements entered into pursuant to this Agreement, or the related documents. Upon the payment in full of any claim, either by setoff or otherwise, the entity making payment shall be subrogated to the rights of the Indemnified Party against any person, firm or corporation with respect to the subject matter of such claim.

(f) *Other Rights and Remedies Unaffected.* The indemnification rights of the parties under this Section 7.1are independent of and in addition to such rights and remedies as the parties may have under this Agreement, at law or in equity or otherwise, all of which shall be cumulative.

7.2 Right of First Refusal. Van Stolk and Bongolan covenants that they will not sell, assign, transfer, give, bequeath, devise, donate or otherwise dispose of, or pledge, deposit or

otherwise encumber, in any way or manner whatsoever, whether voluntary or involuntary, any legal or beneficial interest in any of the Maxwell Shares (or any securities into which the Maxwell Shares are convertible or have been converted) except as set forth in this Section 7.2. If, prior to December 31, 2002, Van Stolk or Bongolan receive a bona fide written offer from a third party to purchase all or any part of the Maxwell Shares (or any securities into which the Maxwell Shares are convertible or have been converted), Van Stolk and Bongolan shall notify Purchaser in writing of such offer which notice shall specify the price and all other terms and conditions in respect of such offer (the "Offer Notice"). Purchaser shall have thirty (30) days from receipt of such notice to notify Van Stolk and Bongolan that Purchaser will purchase such Maxwell Shares or other securities in accordance with the terms and conditions of the Offer Notice (and such other terms and conditions that the Purchaser and Van Stolk may agree). Upon giving such notice, Van Stolk, Bongolan and Purchaser shall, if applicable, promptly finalize all terms and conditions related to such purchase and sale and close such transaction. If Purchaser fails to give Van Stolk and Bongolan timely notice as set forth above, then, for ninety (90) days thereafter, Van Stolk and Bongolan shall be free to sell the shares subject to the Offer Notice only and only in compliance with the price, terms and conditions of the Offer Notice. Regardless of whether Purchaser purchases the Maxwell Shares or Van Stolk and Bongolan is permitted to sell the Maxwell Shares to a third party, Van Stolk and Bongolan covenant that they will cause the consideration due to Van Stolk and Bongolan to be paid into an escrow account and held in such escrow account until the final disposition of any claim made by Purchaser for indemnification pursuant to Section 7.1 under a written escrow agreement negotiated among Van Stolk, Bongolan, Purchaser and the escrow agent.

7.3 Representative.

(a) *Appointment.* By execution and delivery of this Agreement, Bongolan for herself and in her capacity as one of the Custodians and for her successors and assigns hereby irrevocably constitutes and appoints Van Stolk as her true and lawful agent and attorney-in-fact (the "Representative"), with full power of substitution to act in her name, place and stead with respect to all transactions contemplated by and all terms and provisions of this Agreement, and to act on her behalf in any dispute, litigation or arbitration involving matters arising as a result of and after the Closing under this Agreement, and to take all actions of the Shareholders in connection with this Agreement.

(b) *Authority.* The appointment of the Representative shall be deemed coupled with an interest and shall be irrevocable, and the Purchaser may conclusively and absolutely rely, without inquiry, upon any action of the Representative on behalf of the Shareholders in all matters in which he has been granted authority pursuant to Section 7.3(b). The Representative shall act for the Shareholders on all of the matters set forth in this Agreement.

(c) *Final Decision*. All actions, decisions and instructions of the Representative taken, made or given pursuant to the authority granted to the Representative under Section 7.3(b) shall be final, conclusive and binding upon all the Shareholders.

(d) *Power of Attorney*. The provisions of this Section 7.3 are independent and severable, shall constitute an irrevocable power of attorney, coupled with an interest, granted by Bongolan (for herself and as one of the Custodians) to the Representative and shall be binding upon the successors and assigns of Bongolan.

7.4 Closing Financial Statements. From and after the Closing Date, the Representative shall provide, upon request of Purchaser, reasonable assistance to Purchaser in preparing a balance sheet and other financial statements of the Company as of the Closing Date including, without limitation, assistance with information requests.

ARTICLE 8 – GENERAL

8.1 Headings. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

8.2 Gender. Words of gender may be read as masculine, feminine, or neuter, as required by context.

8.3 Number. Words of number may be read as singular or plural, as required by context.

8.4 Exhibits and Schedules. Each Exhibit and Schedule referred to in this Agreement is incorporated into this Agreement by such reference.

8.5 Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision of this Agreement. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions of this Agreement.

8.6 Notices. All notices and other material required to be sent or given under this Agreement shall be in writing and shall be deemed to have been given if presented personally, sent by prepaid telegram, or sent by certified or registered mail, postage prepaid, return receipt requested or any national overnight delivery service, to the following addresses:

If to Purchaser, to:

Maxwell Systems, Inc.
2860 DeKalb Pike
Northtowne Plaza

Norristown, Pennsylvania 19401
Attention: Chairman

With a required copy to:

Pepper Hamilton LLP
1235 Westlakes Drive, Suite 400
Berwyn, Pennsylvania 19312
Attention: A. John May III, Esq.

If to the Company and the Shareholders, to:

Richard Van Stolk
933c Larkin Valley Road
Watsonville, CA 95076

With a required copy to:

George C. Hammond, Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P
One Embarcadeo Center
San Francisco, CA 94111

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Party entitled to receive such notice.

8.7 Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

8.8 Waiver. The failure of any of the Parties to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver of any of its rights under this Agreement.

8.9 Further Actions and Assurances. The Parties shall each execute and deliver such additional documents and shall cause such additional action to be taken, before, on, and after the Closing Date, as may be required or, in the judgment of Purchaser, necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

8.10 Successors and Assigns. This Agreement binds, inures to the benefit of, and is enforceable by the permitted successors and assigns of the Parties, and does not confer any rights on any other persons or entities. Neither of the Company nor the Shareholders may assign any of their rights or duties under this Agreement.

8.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict or choice of law principles of any jurisdiction.

8.12 Amendments and Termination. This Agreement may be amended, supplemented, and terminated only by a written instrument duly executed by all of the Parties.

8.13 WAIVER OF JURY AND BOND. PURCHASER, THE COMPANY AND THE SHAREHOLDER ACKNOWLEDGE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY, AND WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE PURCHASER. NOTHING CONTAINED IN THIS SUBSECTION SHALL AFFECT THE RIGHT OF THE PURCHASER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE PURCHASER TO BRING ANY ACTION OR PROCEEDING AGAINST THE COMPANY OR THE SHAREHOLDER OR ANY OF THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

8.14 Entire Agreement. This Agreement constitutes the entire understanding among the Parties with respect to the subject matter contained in this Agreement and supersedes any prior understandings and agreements among them respecting such subject matter.

ARTICLE 9 – DEFINITIONS

9.1 Defined Terms. As used in this Agreement, the terms below shall have the following meanings. Singular and plural mean the singular or plural of such terms as the context indicates.

(a) "Adverse Claims" shall mean, with respect to any asset, any security interests, liens, encumbrances, pledges, trusts, charges, proxies, conditional sales, title retention agreements, rights of any third Person under any Contracts, and any other burdens of any nature whatsoever attached to or adversely affecting such asset.

(b) "Affiliate" of any Person shall mean (i) any Person directly or indirectly owning, controlling or holding ten percent (10%) or more of the outstanding beneficial interest in such Person, (ii) any Person ten percent (10%) or more of the outstanding beneficial interest of which is directly or indirectly owned, controlled or held by such Person, (iii) any Person directly or indirectly controlling, controlled by, or under common control with such Person, or (iv) any officer, director or partner of such Person.

(c) "Business" shall mean the operations of the Company in the development, licensing and servicing of computer software application products.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(e) "Consent" shall mean any consent, waiver, approval, authorization, certification or exemption from any Person or under any Contract or Requirement of Law, as applicable.

(f) "Contracts" shall mean, with respect to any Person, any indentures, indebtedness, contracts, leases, agreements, instruments, licenses, undertakings and other commitments, whether written or oral, to which such Person or such Person's properties are bound.

(g) "Customer Contracts" shall mean Contracts of the Company with Customers to provide Services or Programs.

(h) "Customers" shall mean persons or entities which are customers of the Company by virtue of them: (i) licensing Programs from the Company; or (ii) paying for and receiving Services from the Company in connection with any of the Programs, pursuant to the Company's standard rate schedule.

(i) "Damages" shall mean any and all damages, losses, obligations, deficiencies, liabilities, claims, encumbrances, penalties, costs, and expenses, including reasonable attorneys' fees and disbursements (including, without limitation, expert and consulting fees, costs and expenses).

(j) "Deferred Revenues" shall mean, on any given date, the amounts billed to or collected from customers by the Company but not recognized as revenue as of such date, all as determined pursuant to GAAP.

(k) "Employee Benefit Plan" shall mean any deferred compensation, pension, profit sharing, stock option, stock purchase, savings, group insurance or retirement plan, and all vacation pay, severance pay, incentive compensation, consulting, bonus and other employee benefit or fringe benefit plans or arrangements maintained by the Company or any ERISA Affiliate (including, without limitation, health insurance, life insurance and other benefit plans maintained for retirees) within the previous six plan years or with respect to which contributions are or were (within such six year period) made or required to be made by the Company or any ERISA Affiliate or with respect to which the Company has any liability.

(l) "Environmental Laws" shall mean all Requirement of Law relating to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land, or surface or subsurface strata) including, without limitation, Requirement of Law relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment and all Requirement of Law relating to the

manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances including, without limitation, in the case of any activities within the United States, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. " 9601 et. seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. " 6901 et. seq., the Federal Water Pollution Control Act, 33 U.S.C. "1251 et. seq., the Clean Air Act, 42 U.S.C. " 7401 et. seq., the Toxic Substances Control Act, 15 U.S.C. " 2601 et. seq., the Solid Waste Disposal Act, U.S.C. " 6901 et. seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. " 11001 et. seq., and the Safe Water Drinking Act, 42 U.S.C. " 300f et. seq., and any state and local counterparts thereto, and the rules and regulations promulgated under any of the foregoing, all as amended and supplemented from time to time.

(m) "ERISA" shall mean the Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder, as amended and supplemented from time to time, or any successors thereto.

(n) "ERISA Affiliate" shall mean any Person that is included with the Company in a controlled group or affiliated service group under Sections 414(b), (c), (m) or (o) of the Code.

(o) "GAAP" shall mean generally accepted accounting principles in the United States, consistently applied; provided that Statement of Position 97-2, Software Revenue Recognition, by the American Institute of Certified Public Accountants dated October 27, 1997 shall, to the extent applicable, govern the application of generally accepted accounting principles to revenue recognition.

(p) "Governmental Entity" shall mean any domestic, federal, state, local or foreign department, official, commission, authority, board, bureau, agency, court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the government of the United States.

(q) "Hazardous Substances" shall mean any substances, chemicals, wastes and pollutants regulated under any Environmental Laws.

(r) "Indemnifiable Losses" shall mean all liabilities, obligations, claims, demands, damages, penalties, settlements, causes of action, costs and expenses, including, without limitation, the costs paid in connection with an Indemnified Party's investigation and evaluation of any claim or right asserted against such Indemnified Party and all reasonable attorneys', experts' and accountants' fees, expenses and disbursements and court costs including, without limitation, those incurred in connection with the Indemnified Party's enforcement of this Agreement and the indemnification provisions of Section 7.1.

(s) "Intellectual Property" shall mean: (i) all common law state and federal rights relating to Trademarks; (ii) any pending applications for registration of existing

registrations of any Trademarks on the Principal or Supplemental Register of the United States Patent and Trademark Office; (iii) any pending applications for registration of any Trademarks in any state or foreign country; (iv) all common law and statutory copyrights and registrations in the United States or any foreign country relating to the Company or the Business; (v) all inventions relating to the Company or the Business; (vi) all trade secrets relating to either the Company or the Business; (vii) all computer software used in the operation of the Business; (viii) all written technical and business confidential information including, but not limited to, designs, plans, specifications, formulas, processes, methods, shop rights, know-how and other written business or technical confidential information that provides the Company with a commercial advantage over any or all of their competitors in the Business; and (ix) any other intellectual property relating to the Company or the Business owned, controlled, created or used by or on behalf of the Company in which the Company or the Shareholders have any interest whatsoever.

(t) "IRS" shall mean the Internal Revenue Service.

(u) "Legal Proceeding" shall mean any action, suit, arbitration, claim or investigation by or before any Governmental Entity, any arbitration or alternative dispute resolution panel, or any other legal, administrative or other proceeding.

(v) "Order" shall mean any judgment, order, writ, decree, injunction or other determination whatsoever of any Governmental Entity or any other entity or body whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final).

(w) "PBGC" means the Pension Benefit Guaranty Corporation or any successor organization thereto.

(x) "Permits" shall mean all licenses, permits, concessions, certificates of authority, authorizations, approvals, registrations, franchises, rights, orders, qualifications and similar rights or approvals granted or issued by any Governmental Entity relating to the business of the Company.

(y) "Person" shall mean any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, joint venture, trust, association, union, entity, or other form of business organization or any Governmental Entity whatsoever.

(z) "Programs" shall mean the computer software application programs owned by the Company and licensed to Customers.

(aa) "Qualified Customers" shall mean Customers who have: (i) licensed the Programs pursuant to a fully executed and paid-up license agreement; and (ii) are currently under the Company's standard support policy with respect to the Programs at the Company's standard

rates and who are not more than forty five (45) days past due in paying their service charges to the Company.

(bb) "Requirement of Law" shall mean, with respect to any Person, such Person's articles or certificate of incorporation, bylaws, partnership agreement and other governing or organizational documents, if any, and any provision of law (including, without limitation, principles of common law), statute, treaty, rule, regulation, ordinance or pronouncement having the effect of law, or any Order, to which, in each case, such Person or any of such Person's properties, operations, business or assets is bound or subject.

(cc) "Securities Act" shall mean the Securities Act of 1933, as amended, and all regulations promulgated pursuant thereto.

(dd) "Services" shall mean consulting services, training services and maintenance and support services for the Programs sold by the Company.

(ee) "Subsidiary" shall mean, with respect to any Person, any Person of which securities or other ownership interests having ordinary voting power to select a majority of the board of directors or other persons serving similar functions are at the time directly or indirectly owned by such Person.

(ff) "Taxes" shall mean: (i) any tax, charge, fee, levy or other assessment including, without limitation, any net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, payroll, employment, social security, unemployment, excise, estimated, stamp, occupancy, occupation, property or other similar taxes, including any interest or penalties thereon, and additions to tax or additional amounts imposed by any Taxing Authority; or (ii) any liability for the payment of any taxes, interest, penalty, addition to tax or like additional amount resulting from the application of Treasury Regulation 1.1502-6 or comparable Requirement of Law.

(gg) "Taxing Authority" means Governmental Entity with authority to impose taxes or tariffs of any nature.

(hh) "Tax Returns" shall mean any declaration, return, report, estimate, information return, schedule, statements or other document filed or required to be filed with or, when none is required to be filed with a Taxing Authority, the statement or other document issued by, a Taxing Authority.

(ii) "Trademarks" shall mean any and all trademarks, service marks, logos, tag lines or trade names used by the Company including all good will associated therewith.

(jj) "Transactions" shall mean the transactions contemplated under this Agreement and the other agreements referred to in this Agreement, including the sale and purchase of the Shares.

(signature page follows)

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement on the date first above written.

MAXWELL SYSTEMS, INC.

By: _____
Chairman

ATTEST:

_____
Secretary

VAN STOLK COMPUTER SERVICE, INC.

By: _____
President

THE SHAREHOLDERS

_____
Witness

_____
Richard Van Stolk, as an individual and as custodian for Nicholas Van Stolk and Felicia Van Stolk under the California Uniform Gifts to Minors Act

_____
Witness

_____
Lorraine Bongolan, as an individual and as custodian for Nicholas Van Stolk and Felicia Van Stolk under the California Uniform Gifts to Minors Act

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement on the date first above written.

MAXWELL SYSTEMS, INC.

By: _____
Chairman

ATTEST:

Joy Van Stolk
Secretary

VAN STOLK COMPUTER SERVICE, INC.

By: Richard Van Stolk
President

THE SHAREHOLDERS

Witness

Richard Van Stolk
Richard Van Stolk, as an individual and as custodian for Nicholas Van Stolk and Felicia Van Stolk under the California Uniform Gifts to Minors Act

Witness

Lorraine Bongolan
Lorraine Bongolan, as an individual and as custodian for Nicholas Van Stolk and Felicia Van Stolk under the California Uniform Gifts to Minors Act

Schedule 4.21(a) **Intellectual Property; Intellectual Property Contracts**

Trademark Service Mark	"The American Contractor"
Registration number:	2,303,314
Filing date:	March 23, 1999
Registration date:	December 28, 1999
Record Owner:	Van Stolk Computer Service, Inc.
Country:	United States
Title or Desription:	The American Contractor
Remaining Life:	9 years, 2 months

This trademark is owned by Van Stolk Computer Service, Inc.

Copyright:	The American Contractor Program
Registration number:	70-622-4996(V)
Filing date:	October 2, 1997
Registration date:	October 14, 1997
Record Owner:	Van Stolk Computer Service, Inc.
Country:	United States
Title or Description:	The American Contractor

IP Addresses:

```
Registrant:
Van Stolk Computer Service, Inc. (THEAMERICANCONTRACTOR-DOM)
   1500 41st Avenue, Suite 1-A
   Capitola, CA 95010
   US

   Domain Name: THEAMERICANCONTRACTOR.COM

   Administrative Contact, Billing Contact:
      Wall, Glenn  (GW6877)  is@AMERCON.COM
      Van Stolk Computer Service, Inc.
      1500 41st Ave. Suite 1-A
      Capitola, CA 95010
      831-465-7611 (FAX) 831-479-9924
   Technical Contact, Zone Contact:
      Dirgo, Landon  (LD2085)  digitalspace@DIGITALSPACE.NET
      Digital Space, Corp.
      1593 E. Chestnut Ave.
      Lompoc, CA 93436
      805 740 1999 (FAX) 508 448 1259

    Record last updated on 17-Sep-1999.
    Record expires on 15-Feb-2001.
    Record created on 15-Feb-1999.
    Database last updated on 21-Oct-2000 20:02:56 EDT.
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