



RE: 05-16-2001



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TO THE HONORABLE DIRECTOR OF THE I  
ORIGINAL DOCUMENTS OR COPY THEREC.

OFFICE. PLEASE RECORD THE ATTACHED

<p>1. Name of conveying party(ies): (a) Analogy, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  5-9-01</p>	<p>2. Name and address of receiving party(ies): Name: Avant! Corporation Street Address: 46871 Bayside Parkway City: Fremont State: California Zip: 94538 Country: USA</p>
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<p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other _____ Execution Date: April 26, 2001</p>	<p>Name and address of receiving party(ies): Name: Street Address: City: State: Zip:</p>
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4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

<p>A. Patent Application No.(s) and filing date(s): 09/305,238 May 4, 1999 Title: Component-Based Analog and Mixed-Signal Simulation Model Development Including Newton Step Manager</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Omkar K. Suryadevara Internal Address: SKJERVEN MORRILL MacPHERSON LLP Street Address: 25 METRO DRIVE, SUITE 700 City SAN JOSE State CA Zip 95110</p>	<p>6. Total number of applications and patents involved: 1  7. Total fee (37 CFR 3.41): \$40.00 XX Authorized to be charged to Deposit Account 19-2386 XX Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid</p>
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DO NOT USE THIS SPACE

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8. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Omkar K. Suryadevara 36,320  
Name of Person Signing

Signature  
May 8, 2001 Date

Total number of pages comprising cover sheet: Merger document 115 pages  
Recordation Cover sheet 1 pages . Total of 116 pages

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# Agreement of Merger

This Agreement of Merger dated December 2, 1999 is entered into by **Avant! Corporation**, a Delaware corporation (the "**Buyer**"), **AC Acquisition Corp.**, an Oregon corporation and wholly owned subsidiary of the Buyer ("**Buyer Subsidiary**"), and **Analogy, Inc.**, an Oregon corporation (the "**Company**"). The Company is a developer and marketer of analog and mixed-technology design systems and model libraries, including without limitation the Saber and Verias simulator programs (the "**Business**").

Capitalized terms used herein have the meanings stated in Section 8.

The Buyer and the Company desire that the Buyer acquire the Company through a merger of Buyer Subsidiary with and into the Company (the "**Merger**"), and the Company desires to consummate the Merger, under the terms of this Agreement.

Therefore, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

## Section 1 The Merger

**1.1 Closing.** The closing (the "**Closing**") under this Agreement shall take place at the offices of Ater Wynne LLP within 3 business days after the satisfaction (or waiver by the party entitled to waive) of all conditions stated in Sections 4 and 5, or at such other place or on such other date as the parties may agree in writing.

**1.2 Effective Date of Merger.** The Merger shall take effect upon filing of articles of merger with respect to the Plan of Merger in the form attached hereto as *Exhibit A* and incorporated herein by this reference (the "**Plan of Merger**") with the Oregon Secretary of State in accordance with Oregon law (the "**Effective Time**").

**1.3 Effects of Merger.** The effects of the Merger are set forth in the Plan of Merger.

## Section 2 Representations and Warranties of the Company

Except as otherwise set forth in the Disclosure Schedule attached hereto and incorporated herein (which Disclosure Schedule shall identify the section or sections of this Agreement to which such exceptions relate), the Company hereby represents and warrants to the Buyer as follows:

### 2.1 Capital Stock.

(a) The authorized and outstanding capital stock of the Company, as of December 1, 1999, is as follows:

<b>Designation of Class</b>	<b>Shares Authorized</b>	<b>Shares Outstanding</b>
Common Stock, no par value	35,000,000	9,631,911
Preferred Stock, no par value	5,000,000	0

There is no capital stock of the Company authorized or outstanding except as stated in this Section 2.1(a). The outstanding Stock Rights of the Company are as follows:

<b>Designation of Stock Right</b>	<b>Class of Stock</b>	<b>Shares Subject to Stock Right</b>
Options under 1986 Stock Option Plan	Common	24,687
Options under the Amended and Restated 1993 Stock Incentive Plan	Common	1,578,724
Options under 1995 Stock Option Plan for Nonemployee Directors	Common	100,000
Warrants issued to Transamerica Business Credit Corporation	Common	10,000

There are no Stock Rights outstanding with respect to the Company except as set forth in this Section 2.1(a), and the terms of such Stock Rights are as set forth in *Schedule 2.1*. Except as disclosed in *Schedule 2.1*, the Company is not a party to any stockholders agreement, registration rights agreement, repurchase agreement or other Contract with respect to capital stock or Stock Right issued or to be issued by it.

(b) All of the issued and outstanding capital stock of the Company has been duly and validly authorized and issued and is fully paid and non-assessable, and has not been issued in violation of any preemptive or similar rights of any stockholder or any applicable securities law. Except as disclosed in *Schedule 2.1*, no Person has any right to require the Company to redeem, purchase or otherwise reacquire any capital stock issued by the Company or any Stock Rights with respect to any capital stock issued by the Company. There are no preemptive or similar rights in respect of any capital stock of the Company except as set forth in *Schedule 2.1*.

(c) The Company has never declared or paid any dividend or made any distribution in respect of any of its capital stock or any Stock Rights with respect thereto. Since September 30, 1999, except as set forth in *Schedule 2.1*, the Company has not directly or indirectly redeemed, purchased or otherwise acquired any of the capital stock issued by it or any Stock Rights with respect thereto.

**2.2 Organization; Good Standing.** The Company is a corporation duly organized, validly existing and in good standing under the laws of Oregon and has all requisite corporate power and authority to own, lease and operate its Properties and to conduct the Business as currently conducted. *Schedule 2.2* sets forth (i) each jurisdiction in which the Company is qualified to do business as a foreign corporation, (ii) the jurisdiction of incorporation of each Subsidiary and (iii) each jurisdiction in which a Subsidiary is qualified to do business as a foreign corporation. The Company and each Subsidiary is in good standing in each jurisdiction shown in *Schedule 2.2*, and neither the Company nor any Subsidiary is required to qualify to do business as a foreign corporation in any other jurisdiction in which the failure to so qualify would have a Material Adverse Effect. The Company holds all of the outstanding shares of each Subsidiary. Neither the Company nor any Subsidiary is a partner in any general or limited partnership or a member in any limited liability company.

**2.3 Authority; Enforceability.** The Company has all requisite power and authority under applicable corporate law to execute and deliver this Agreement and to perform the transactions contemplated hereby and, subject to approval of the Plan of Merger by the stockholders of the Company as contemplated hereby (the "*Stockholder Approval*"), to consummate the Merger. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Company (subject to the Stockholder Approval), and no other approval on the part of the Company is necessary under applicable corporate law for the execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to general limitations on the availability of equitable remedies and the effect of bankruptcy, insolvency, reorganization and other laws of general application affecting the enforcement of creditors' rights.

**2.4 No Violation.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate or conflict with the articles of incorporation or by-laws of the Company or any Subsidiary, or, to the knowledge of the Company, violate any Legal Requirement or Order applicable to the Company or any Subsidiary. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) require any Third-Party Action with respect to the Company or any Subsidiary under, or (ii) conflict with or constitute a default under, or result in the acceleration or right of acceleration of any obligations, or any termination or right of termination under, either (x) any Contract (other than a Designated Contract) where such failure to secure Third-Party Action, conflict, default, acceleration or termination would have a Material Adverse Effect or (y) any Designated Contract. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) result in the creation or imposition of any material Lien, claim, charge, restriction, equity or encumbrance of any kind upon or give any Person any interest or right in or with respect to any of the Properties, assets, business or Contracts of the Company or any Subsidiary otherwise than pursuant to a Designated Contract or (ii) result in the creation or imposition of any Lien, claim, charge, restriction, equity or encumbrance of any kind upon or give any Person any interest or right in or with respect to any of the Properties, assets, business or Contracts of the Company or any Subsidiary pursuant to a Designated Contract.

**2.5 Subsidiaries, Other Interests.** Except as set forth in *Schedule 2.5*, neither the Company nor any Subsidiary beneficially owns, directly or indirectly, any Equity Interest in or debt



obligation (except as a creditor in the ordinary course of business and except for debt obligations of the Company or a Subsidiary as specified in *Schedule 2.5*) of, any Person. The owner shown in *Schedule 2.5* owns the interest shown free and clear of all Third-Party Rights.

## 2.6 Financial Statements.

(a) **Financial Statements.** Except as set forth in *Schedule 2.6(a)*, the audited consolidated balance sheets and consolidated statements of operations and retained earnings and of cash flows for the Company at and for each of the years ended March 31, 1999 (the "*Last Fiscal Year-End*"), March 31, 1998 and March 31, 1997 (the "*Audited Statements*") and the unaudited consolidated balance sheets and consolidated statements of operations and cash flows for the Company at and for the period ended September 30, 1999 (the "*Interim Statements*" and, together with the Audited Statements, the "*Financial Statements*") fairly present the consolidated financial condition of the Company at the dates indicated and the consolidated results of operations and cash flows of the Company for the periods indicated in accordance with GAAP consistently applied throughout the periods indicated (except as stated therein and, in the case of the Interim Statements, the omission of certain footnote disclosures and subject to normal year-end adjustments).

(b) **Certain Indebtedness.** *Schedule 2.6(b)* sets forth all obligations of the Company and its Subsidiaries with respect to borrowed money, debt securities, capitalized leases and the deferred payment of the purchase price of property or services over an original term of 6 months or more, and the Property of the Company, if any, subject to a Lien to secure any of such obligations.

(c) **Absence of Certain Liabilities.** Neither the Company nor any Subsidiary has any liability or obligation of any nature, whether absolute, accrued, contingent or otherwise, arising out of acts or omissions heretofore occurring, or circumstances currently or heretofore existing, except: (i) as expressly set forth in this Agreement (including without limitation disclosures in the Schedules hereto); (ii) as accrued in the balance sheet included in the Interim Statements (the "*Interim Balance Sheet*"); (iii) for liabilities and obligations incurred since the date of the Interim Balance Sheet in the ordinary course of business consistent in nature and amount with past practice; and (iv) liabilities and obligations of a kind not required to be accrued in a balance sheet at the date hereof prepared in accordance with GAAP which individually (or in the aggregate for related events, transactions, defects or circumstances) will not subject the Company or any Subsidiary to obligations in excess of \$25,000.

(d) **Absence of Certain Changes.** Since the date of the Interim Balance Sheet, except as set forth in *Schedule 2.6(d)*:

(i) The Company and each Subsidiary has operated their consolidated business in the ordinary course.

(ii) There has been no change or changes which, individually or in the aggregate, has or have had or is or are reasonably likely to have a Material Adverse Effect.

(iii) There has not been any damage, destruction or condemnation known to the Company with respect to Property having an aggregate net book value on the Company's consolidated books in excess of \$25,000, net of any insurance recoveries.

(iv) There has not been any material change in the accounting methods, practices or principles of the Company.

(v) Neither the Company nor any Subsidiary has sold, transferred or otherwise disposed of (or agreed or committed to sell, transfer or otherwise dispose of) any Property other than the sale of inventory in the ordinary course, or canceled, compromised, released or assigned any debt or claim in its favor, where the aggregate amount of such sales, transfers, dispositions, cancellations, compromises, releases or assignments exceeds \$25,000.

(vi) Neither the Company nor any Subsidiary has instituted, settled or agreed to settle any litigation, action or proceeding before any Governmental Agency.

(vii) Neither the Company nor any Subsidiary has assumed, guaranteed, endorsed or otherwise become responsible (or otherwise agreed to become responsible) for the obligations of any other Person, except for the endorsement of negotiable instruments in the ordinary course of business.

(viii) Neither the Company nor any Subsidiary has granted (or agreed or committed to grant) any increase in compensation or fringe benefits other than normal salary increases consistent with prior periods.

(ix) Neither the Company nor any Subsidiary has entered into any licensing or other Contract with regard to the acquisition or disposition of any material Intellectual Property other than non-exclusive licenses granted in the ordinary course of business consistent with past practice.

**2.7 Taxes.** Except as set forth in *Schedule 2.7*:

(a) The Company and each Subsidiary has properly completed and filed, within the time and in the manner prescribed by law, all Tax returns and other documents required to be filed in respect of all Taxes, and all such returns and other documents are true, correct and complete in all material respects. The Company has furnished to the Buyer copies of all income Tax returns of the Company for the past 3 years. The Company and each Subsidiary has, within the time and in the manner prescribed by law, paid all Taxes that are due and payable. The Company has established reserves on its consolidated books that are at least equal to those required by GAAP.

(b) (i) None of such returns contained a disclosure statement under Section 6662 of the Code or any similar provision of foreign law;

(ii) The Company has not received written notice from any federal or foreign taxing authority asserting any deficiency against the Company or any Subsidiary or claim for additional Taxes in connection therewith, other than any deficiency or claim which has been previously settled or for which appropriate reserves are included in the Interim Statements;

(iii) There is no pending action, audit, proceeding or investigation with respect to the assessment or collection of federal or foreign Taxes or a claim for refund made by the Company or any Subsidiary with respect to federal or foreign Taxes previously paid;

(iv) All amounts that are required to be collected or withheld by the Company and each Subsidiary with respect to federal or foreign Taxes have been duly collected or withheld, and all such amounts that are required to be remitted to any federal or foreign taxing authority have been duly remitted;

(v) No audit has been conducted of any federal or foreign income tax return filed by the Company or any Subsidiary. The time during which such returns remain open for examination has expired in accordance with applicable statute and regulations, except for those returns for which the normally applicable statutory/regulatory period has not yet elapsed;

(vi) Neither the Company nor any Subsidiary has requested nor been granted any currently effective waiver or extension of any statute of limitations with respect to the assessment or filing of any federal or foreign Tax or return with respect thereto;

(vii) No consent has been filed under Section 341(f) of the Code with respect to the Company or any Subsidiary;

(viii) The Company is not required to include in income any adjustment pursuant to Section 481(a) of the Code (or similar provisions of foreign laws or regulations) by reason of a change in accounting method nor does the Company have any knowledge that the Internal Revenue Service (or other federal or foreign taxing authority) has proposed, or is considering, any such change in accounting method; and

(ix) Neither the Company nor any Subsidiary is a party to or bound by nor has any continuing obligation under any tax sharing or similar agreement or arrangement with any Person.

## **2.8 Title to Properties.**

(a) Neither the Company nor any Subsidiary owns any real Property.

(b) *Schedule 2.8(b)* is a true and complete summary based on the books and records of the Company of all items of personal Property owned by the Company or any Subsidiary with a consolidated net book value at the Last Fiscal Year-End in excess of \$5,000 per item.

(c) Except as set forth in *Schedule 2.8(c)*, the Company and each Subsidiary has good title to all tangible personal Properties, in each case free and clear of all Third-Party Rights.

(d) The Company and its Subsidiaries, taken together, own all material items of non-inventory tangible and intangible personal Property that were owned as of the Last Fiscal Year-End and used in generating the revenue shown in the audited consolidated statement of operations of the Company for the fiscal year ending on the Last Fiscal Year-End, subject to any sales or dispositions of tangible personal Property since the Last Fiscal Year-End in the ordinary course of business.

**2.9 Inventories.** Except as set forth in *Schedule 2.9*, since the Last Fiscal Year-End, all sales of inventory by the Company and its Subsidiaries have been made in the ordinary course of business and no inventory has been pledged as collateral.

**2.10 Accounts Receivable.** The consolidated accounts receivable of the Company and its Subsidiaries (i) are bona fide and arose from valid sales in the ordinary course of business in material conformity with all applicable Legal Requirements, (ii) are valid and binding obligations of the debtors requiring no further performance by the Company or any Subsidiary, and (iii) subject to the allowance for doubtful accounts receivable in the Interim Balance Sheet, are fully collectible and not subject to any offsets or counterclaims and do not represent guaranteed sale, sell-or-return transactions or any other similar understanding. Except as shown on *Schedule 2.6(b)*, no accounts receivable have been pledged as collateral to any Person. The amounts shown for accounts receivable in the Financial Statements reflect an allowance for doubtful accounts receivable in accordance with GAAP.

**2.11 Leases.** *Schedule 2.11* lists all leases, rental agreements, conditional sales contracts and other similar Contracts under which the Company or any Subsidiary leases (as lessor or lessee) any real or personal Property with rental payments exceeding \$10,000 per year (collectively, the "**Disclosable Leases**"). All Disclosable Leases are, in all material respects, valid and enforceable by the Company in accordance with their terms. Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any other party to any Disclosable Lease is in material breach thereof. The Company and each Subsidiary enjoys peaceable possession of all real estate premises subject to Disclosable Leases to which it is a party and to all personal Property subject to Disclosable Leases to which it is a party.

**2.12 Facilities, Equipment.** The Company owns or leases all material land, buildings and equipment used in the operation of its business. The Company has not received any notice of any material violation of any Legal Requirement or Order relating to the Company's facilities which has not been corrected, and no facility of the Company is in material violation of any Legal Requirement or Order.

**2.13 Insurance.** *Schedule 2.13* lists and describes briefly all binders and policies of liability, theft, life, fire and other forms of insurance and surety bonds, insuring the Company or any Subsidiary or their respective Properties, assets and business as of the date hereof. Except as noted in *Schedule 2.13*, all listed policies and binders insure on an occurrence, rather than claims-made, basis. All policies and binders listed in *Schedule 2.13* are valid and in good standing and in full force and effect and the premiums have been paid when due. Except for any claims set forth in *Schedule 2.13*, there are no outstanding unpaid claims under such policy or binder, and, except as set forth in *Schedule 2.13*, neither the Company nor any Subsidiary has received any notice of cancellation, general disclaimer of liability or non-renewal of any such policy or binder.

**2.14 Employment and Benefit Matters.**

(a) *Schedule 2.14(a)* lists each of the following for each employee of the Company and each Subsidiary: name, hire date and current salary. None of the employees listed on *Schedule 2.14(a)* has given the Company or such Subsidiary notice of his or her intention to resign his or her position with the Company or such Subsidiary and neither the Company nor such Subsidiary has any present intention to terminate such employees.

(b) *Schedule 2.14(b)* lists all of the following items which are applicable to the Company or any Subsidiary: (i) employment Contracts with any employee, officer or director; and (ii) Contracts

or arrangements with any Person providing for bonuses, profit sharing payments, deferred compensation, stock options or stock purchase rights (other than options and warrants granted pursuant to those Stock Rights listed in Section 2.1(a)), retainer, consulting, incentive, severance pay or retirement benefits, life, medical or other insurance, payments triggered by a change in control or any other employee benefits or any other payments, "fringe benefits" or perquisites which are not terminable at will without liability to the Company or any Subsidiary or which are subject to ERISA. The contracts or arrangements referred to in the foregoing clause (ii) are herein called "**Benefit Plans.**"

(c) Neither the Company nor any of its ERISA Affiliates has any union contracts, collective bargaining, union or labor agreements or other Contract with any group of employees, labor union or employee representative(s), nor has the Company or any ERISA Affiliate ever participated in or contributed to any single employer defined benefit plan or multi-employer plan within the meaning of ERISA Section 3(37), nor is the Company currently engaged in any labor negotiations, excepting minor grievances, nor is the Company the subject of any union organization effort. The Company and each Subsidiary is in material compliance with applicable Legal Requirements respecting employment and employment practices and terms and conditions of employment, including without limitation health and safety and wages and hours. No complaint or other proceeding by or on behalf of any current or former employee or group of employees is pending against the Company or any Subsidiary before any Governmental Agency, and no claim by any current or former employee or group of employees that the Company or any Subsidiary is not in compliance with any Legal Requirement relating to employees or employment is pending against the Company or any Subsidiary. There is no labor dispute, strike, slowdown or work stoppage pending or threatened against the Company or any Subsidiary.

(d) True and correct copies of each Benefit Plan listed in *Schedule 2.14(b)* that is subject to ERISA (a "**Company ERISA Plan**") and related trust agreements, insurance contracts, and summary descriptions have been delivered or made available to the Buyer by the Company. The Company has also delivered or made available to the Buyer a copy of the most recently filed IRS Form 5500, with attached financial statements and accountant's opinions, if applicable, for each Company ERISA Plan. The Company has also delivered or made available to the Buyer a copy of, in the case of each Company ERISA Plan intended to qualify under Section 401(a) of the Code, the most recent Internal Revenue Service letter as to its qualification under Section 401(a) of the Code. Nothing has occurred prior to or since the issuance of such letters to cause the loss of qualification under the Code of any of such plans.

(e) With respect to each Company ERISA Plan, (i) there has been no "prohibited transaction," as such term is defined in Section 406 of ERISA and Section 4975 of the Code, (ii) each Company ERISA Plan has been administered in accordance with its terms and in material compliance with all Legal Requirements (including without limitation ERISA and the Code), (iii) the Company (or, as appropriate, an ERISA Affiliate) has prepared in good faith and timely filed all requisite governmental reports in true and correct form and has properly and timely filed and distributed or posted all notices and reports to participants and beneficiaries required to be filed, distributed or posted, (iv) no suit, administrative proceeding, action or other litigation has been brought, or to the knowledge of the Company is threatened, against any Company ERISA Plan or against the Company with respect to any Company ERISA Plan, including without limitation any audit or inquiry by the Internal Revenue Service or United States Department of Labor, (v) the

Company and each ERISA Affiliate have performed all material obligations required to be performed by them under, and are not in any material respect in default under or in violation of, and have no knowledge of any material default or violation of, any Company ERISA Plan, (vi) neither the Company nor any ERISA Affiliate is subject to any liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA, (vii) all contributions required to be made by the Company or any ERISA Affiliate have been made on or before their due dates, (viii) no "reportable event" within the meaning of Section 4043 of ERISA (excluding any such event for which the 30-day notice requirement has been waived under the regulations to Section 4043 of ERISA) nor any event described in Section 4062, 4063 or 4041 of ERISA has occurred, (ix) no Company ERISA Plan is covered by, and neither the Company nor any ERISA Affiliate has incurred or expects to incur any material liability under, Title IV of ERISA or Section 412 of the Code, and (x) neither the Company nor any ERISA Affiliate is a party to, or has made any contribution to or otherwise incurred any obligation under, any "multi-employer plan" as defined in Section 3(37) of ERISA.

(f) The Company has complied with (i) the applicable health care continuation and notice provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") and the proposed regulations thereunder, (ii) the applicable requirements of the Family and Medical Leave Act of 1993 and the regulations thereunder, and (iii) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the temporary regulations thereunder. The Company has no material obligations under COBRA with respect to any former employees or qualifying beneficiaries thereunder.

(g) There has been no amendment to, written interpretation or announcement (whether or not written) by the Company or other ERISA Affiliate relating to, or change in participation or coverage under, any Benefit Plan which would materially increase the expense of maintaining such Plan above the level of expense incurred with respect to that Plan for the most recent fiscal year included in the Audited Statements.

(h) *Schedule 2.14(h)* contains a true and correct list of each employee, director or consultant who holds any stock option as of the date hereof, together with (i) the number of shares of Company Common Stock subject thereto, (ii) the date of grant, (iii) the extent to which such stock option is currently vested and, to the extent such stock option is not fully vested, the vesting schedule, (iv) the exercise price, (v) whether such stock option is intended to qualify as an incentive stock option within the meaning of Section 422(b) of the Code (an "**ISO**"), and (vi) the expiration date of such stock option. *Schedule 2.14(h)* also sets forth the aggregate number of ISO's and nonqualified stock options outstanding as of the date hereof.

(i) Neither the Company nor any Subsidiary is a party to any Contract or plan, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, as to which any benefits will be increased, or the vesting of benefits will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any benefits will be calculated on the basis of any of the transactions contemplated by this Agreement.

(j) Except as disclosed in *Schedule 2.14(j)*, the Company and its ERISA Affiliates do not maintain any plans providing benefits within the meaning of Section 3(1) of ERISA (other than group health plan continuation coverage under Section 601 of ERISA and 4980B(f) of the Code) to former employees or retirees.

(k) All Benefit Plans are in compliance with, and satisfy the requirements of, the Family and Medical Leave Act of 1993.

**2.15 Contracts.** Except as shown on *Schedules 2.11* and *2.15*, and except for Contracts fully performed or terminable at will without liability to the Company, neither the Company nor any Subsidiary is a party to any Contract which contemplates performance by the Company or such Subsidiary during a remaining period of more than 180 days or involves remaining commitments for sale or purchase in excess of \$25,000. True and complete copies of each Contract disclosable on *Schedule 2.15* (a "**Disclosable Contract**") have been delivered to the Buyer. Each Disclosable Contract is, in all material respects, valid and enforceable by the Company in accordance with its terms. Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any other party to any Disclosable Contract is in material breach thereof.

**2.16 Officers and Directors.** *Schedule 2.16* is a true and complete list of:

(a) the names and addresses of each of the Company's and each Subsidiaries' officers and directors;

(b) the name of each bank or other financial institution in which the Company or any Subsidiary has an account, deposit or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto; and

(c) the name of each bank or other financial institution in which the Company or any Subsidiary has a line of credit or other loan facility.

**2.17 Corporate Documents.** The Company has furnished or made available to the Buyer or its representatives true, correct and complete copies of (i) the articles or certificate of incorporation and by-laws of the Company and each Subsidiary, (ii) the minute books of the Company and each Subsidiary containing all records required to be set forth of all proceedings, consents, actions and meetings of the stockholders and board of directors of the Company or such Subsidiary; and (iii) all material Permits and Orders with respect to the Company and any Subsidiary.

**2.18 Legal Proceedings.**

(a) There is no action, suit, proceeding or investigation pending in any court or before any arbitrator or before or by any Governmental Agency against the Company or any Subsidiary or any of their respective Properties or businesses, and to the knowledge of the Company, there is no such action, suit, proceeding or investigation threatened.

(b) Neither the Company nor any Subsidiary has ever been notified in writing that it has been subject to an audit, compliance review, investigation or like contract review by the U.S. General Services Administration or any other Governmental Entity or agent thereof in connection with any government contract (a "**Government Audit**"). To the Company's knowledge, no Government Audit is threatened and no basis exists for a finding of noncompliance with any material provision of any government contract or for a material refund of any amounts paid or owed to the Company or any Subsidiary by any Governmental Entity pursuant to such government contract.

**2.19 Compliance with Instruments, Orders and Legal Requirements.** Neither the Company nor any Subsidiary is in material violation of, or in default in any material respect with respect to, any term or provision of its articles or certificate of incorporation or bylaws, or, to the knowledge of the Company, any Order or any Legal Requirement applicable to the Company or such Subsidiary.

**2.20 Permits.** The Company and each Subsidiary holds all Permits material to the conduct their consolidated business as and where now conducted. To the knowledge of the Company, there is not pending nor threatened any proceedings to terminate, revoke, limit or impair any material Permit.

### **2.21 Intellectual Property.**

(a) "**Company Intellectual Property**" means Intellectual Property used in the business of the Company and its Subsidiaries as currently conducted or as presently planned to be conducted, including without limitation, the development, licensing and use of the programs and model libraries currently being marketed (the "**Programs**"), other than Third-Party Intellectual Property. Except as set forth on *Schedule 2.21(a)* and except for Third-Party Intellectual Property licensed to the Company or a Subsidiary pursuant to an agreement listed in *Schedule 2.21(c)(ii)*, the Company or a Subsidiary owns, solely and exclusively, and free and clear of any Third-Party Right, all title to and rights in all Intellectual Property that is used in the business of the Company and its Subsidiaries as currently conducted or as presently planned to be conducted, including without limitation, the development, licensing and use of the Programs. "**Intellectual Property**" means patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, copyright registrations, copyrights, and any applications for any of the foregoing, net lists, schematics, industrial models, inventions, technology, know-how, trade secrets, computer software programs or applications (in both source code and object code form), development documentation, programming tools, data, technical information, and tangible or intangible proprietary information or material. "**Third-Party Intellectual Property**" means Intellectual Property owned in whole or in part by any Person other than the Company or a Subsidiary.

(b) *Schedule 2.21(b)* lists all patents, patent applications, trademarks, trade names, service marks and copyrights included in the Company Intellectual Property which have been registered, issued or applied for and the jurisdictions in which such Company Intellectual Property right has been issued, registered or applied for.

(c) *Schedule 2.21(c)(i)* lists those licenses, sublicenses and other agreements, written or unwritten, to which the Company or any Subsidiary is a party pursuant to which any Person is authorized to use, resell, sublicense or market or distribute any product currently marketed or presently planned to be marketed by the Company or a Subsidiary or any component or predecessor of any such product and which have accounted for gross revenue in excess of \$500,000 in the aggregate during the three (3) years ended September 30, 1999. *Schedule 2.21(c)(ii)* lists all written, and all material unwritten, licenses, sublicenses and other agreements to which the Company or any Subsidiary is a party and pursuant to which the Company or any Subsidiary is authorized to use, resell or distribute any Third-Party Intellectual Property, including without limitation software, opensource, freeware, shareware and hardware, which are incorporated in or are a part of any products which the Company or any Subsidiary has sold, resold, licensed or sublicensed, or which is



material to the current operations of the Company and its Subsidiaries, other than (in the case of Third-Party Intellectual Property used internally only and not embedded in products shipped to customers) readily-obtainable standard products. The Company and each Subsidiary has, and at the relevant times in the past had, all necessary rights to resell or distribute any hardware and software of a third party which it resells or distributes or has resold or distributed. Neither the Company nor any Subsidiary is in material violation of any license, sublicense or agreement described in *Schedule 2.21(c)(i) or (ii)*. To the knowledge of the Company, neither the Company nor any Subsidiary, or any of the products or operations of either, is in material violation of or materially infringes any Third-Party Intellectual Property. Except as set forth on *Schedule 2.21(c)(i) or (ii)*, neither the Company nor any Subsidiary has received any claim that it has lost or will lose any rights of the Company or any Subsidiary under any licenses to Third-Party Intellectual Property to which the Company or such Subsidiary is a party. The execution and delivery of this Agreement by the Company and, except as set forth in *Schedule 2.21(c)(ii)*, the consummation of the transactions contemplated hereby will neither cause the Company or any Subsidiary to be in violation or default under any such license, sublicense or agreement nor entitle any other party to any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement. Except as listed on *Schedule 2.21(c)(i)* and for the Company's commercially available products and pre-production and beta products licensed in the ordinary course of business, neither the Company nor any Subsidiary has assigned or licensed to any third party any right, title or interest in the Company Intellectual Property. Except as listed on *Schedule 2.21(c)(ii)*, neither the Company nor any Subsidiary is contractually obligated to pay any compensation to any third party for the use of the Company Intellectual Property or the Third-Party Intellectual Property.

(d) To the Company's knowledge there is no material unauthorized use, disclosure, infringement or misappropriation of any Company Intellectual Property or any Third-Party Intellectual Property licensed by or through the Company by any third party, including without limitation any employee or former employee of the Company or any Subsidiary. Neither the Company nor any Subsidiary has entered into any agreement to indemnify any other person against any charge of infringement of any Third-Party Intellectual Property, other than indemnification provisions contained in purchase orders or license agreements arising in the ordinary course of business.

(e) To the Company's knowledge, all patents, registered trademarks, registered service marks and registered copyrights held by the Company and its Subsidiaries are valid and subsisting. To the Company's knowledge, there is no assertion or claim (or basis therefor) challenging the validity of any Company Intellectual Property. Neither the Company nor any Subsidiary has been sued in any suit, action or proceeding, or otherwise notified of any claim, which involves a claim of infringement of any patent, trademark, service mark, copyright or violation of any trade secret or other proprietary right of any third party. Neither the conduct of the business of the Company and its Subsidiaries as currently conducted nor the manufacture, sale, licensing or use of any of the products of the Company and its Subsidiaries as now manufactured, sold or licensed or used, infringes on or conflicts with, in any way, any trademark, trademark right, trade name, trade name right, service mark or copyright, or, to the Company's knowledge, any patent, patent right, industrial model or invention, of any third party that individually or in the aggregate has or is reasonably likely to have a Material Adverse Effect. To the Company's knowledge and except as set forth on *Schedule 2.21(e)*, no third party is challenging the ownership by the Company nor any Subsidiary, or the validity or effectiveness of, any of the Company Intellectual Property. Neither the Company nor any Subsidiary

has brought any action, suit or proceeding for infringement of Company Intellectual Property or breach of any license or agreement involving Company Intellectual Property against any third party. There are no pending, or to the Company's knowledge, threatened interference, re-examinations, oppositions or nullities involving any patents, patent rights or applications therefor of the Company or any Subsidiary. Except as set forth on *Schedule 2.21(e)*, to the Company's knowledge, there is no breach or violation by a third party of, or actual or threatened, loss of rights under, any licenses to which the Company is a party.

(f) Except as set forth in *Schedule 2.21(f)*, the Company or a Subsidiary has secured written assignments from all current and former consultants and employees who contributed to the creation or development of the Company Intellectual Property currently being provided or marketed, or presently planned to be provided or marketed, to customers or currently being used by the Company or a Subsidiary of the rights to such contributions that the Company or such Subsidiary does not already own by operation of law, recognizing the Company's or Subsidiary's ownership of all such Company Intellectual Property and agreeing to hold such of it as is not protected by patents, patent applications or copyright ("**Confidential Information**") in confidence and not to use any Confidential Information except in connection with such consultant's or employee's work for the Company or a Subsidiary. No current or former consultant or employee has claimed any rights to, interest in or rights to compensation for use of any of the Company Intellectual Property currently marketed or currently proposed to be marketed, by the Company or any Subsidiary.

(g) The Company and each of its Subsidiaries has taken all commercially reasonable steps to protect and preserve the confidentiality of all Confidential Information. Except as set forth on *Schedule 2.21(g)(i)*, all use, disclosure or appropriation of Confidential Information by or to a third party has been pursuant to the terms of a written confidentiality or nondisclosure agreement between the Company or any Subsidiary and such third party. *Schedule 2.21(g)(ii)* contains copies of the Company's standard forms of confidentiality and nondisclosure agreement. Except as disclosed in *Schedule 2.21(g)(iii)* (which lists those agreements containing material variations from the standard forms of confidentiality and nondisclosure agreement), as of the date hereof, the Company has not entered into any confidentiality and nondisclosure agreement which contains terms materially different than as set forth in the standard forms of such agreements contained in *Schedule 2.21(g)(ii)*.

(h) *Schedule 2.21(h)* lists (including names, addresses, contact names, telephone numbers and termination date and next renewal date) all Contracts or other arrangements currently in effect pursuant to which the Company or any Subsidiary is obligated to provide installation, maintenance or other support services (collectively, the "**Support Agreements**"). Except for any nonstandard maintenance agreements specified as such in *Schedule 2.21(h)*, all of the Support Agreements are in all material respects in the form of the license agreement identified as the standard maintenance agreement set forth in *Schedule 2.21(h)*. The versions of the products currently supported by the Company are set forth in *Schedule 2.21(h)*.

(i) There are no material defects in the Company's products, and there are no material errors in any documentation, specifications, manuals, user guides, promotional material, internal notes and memos, technical documentation, drawings, flow charts, diagrams, source language statements, demo disks, benchmark test results, and other written materials related to, associated with or used or produced in the development of the Company's or its Subsidiaries' products, which defects or errors have or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

To the Company's knowledge, the current versions of the Programs, including, without limitation, any time-and-date-related codes, data entry features and internal subroutines thereof,

(a) automatically accommodate the change in the date from December 31, 1999 to January 1, 2000 without negatively affecting the Programs' performance; and (b) accurately accept, reflect and calculate all dates that are relevant to the Programs' performance, when used with products that properly exchange date data with the Programs.

(j) *Schedule 2.21(j)* lists, as of the date hereof, all written agreements or other arrangements under which the Company or any Subsidiary has provided or agreed to provide source code of any Program or any other Company Intellectual Property to any third Person, whether pursuant to escrow arrangements or otherwise.

(k) The Company has made available to the Buyer copies of the Company's standard forms of end-user license. Except as disclosed in *Schedule 2.21(k)*, as of the date hereof, the Company has not entered into any end-user license in the last three (3) years involving payments to the Company in excess of \$25,000 which contains terms materially different than as set forth in the standard forms of such agreements made available to the Buyer.

(l) No government funding or university or college facilities were used in the development of any Program and no Program was developed pursuant to any contract or other agreement with any person or entity except pursuant to contracts or agreements listed in *Schedule 2.21(l)*.

(m) The Company has no customer warranty obligations currently in effect other than as set forth in end-user agreements listed in *Schedule 2.21(k)*. The Company categorizes quality assurance incidents reported by its Subsidiaries or its Subsidiaries' customers into the following categories: Priority 1 - an inherently essential product feature or application is not available or functioning; Priority 2 - problem adversely affects completion of task, no workaround solution exists; Priority 3 - final output of a process is correct but other errors exist; and Priority 4 - errors which do not affect the accuracy of the delivered product or that are cosmetic. *Schedule 2.21(m)* lists all currently pending Priority 1 and 2 items related to products currently or previously marketed by the Company or a Subsidiary and the nature thereof that are pending or were made within the past twelve months. Except as set forth in *Schedule 2.21(m)*, to the knowledge of the Company, the Company has not made any material oral or written representations or warranties with respect to its products or services.

(n) Except as set forth in *Schedule 2.21(n)*, neither any single customer of the Company which individually accounted for more than five percent (5%) or over \$1 million of the Company's gross revenue during the thirty-six (36) months ended September 30, 1999 nor any material supplier of the Company has cancelled or threatened to cancel its relationship with the Company.

**2.22 Capital Expenditures.** *Schedule 2.22* sets forth, by nature and amount, all budgeted capital expenditures of the Company and its Subsidiaries for which commitments have been or are budgeted to be made, or for which payments or current liabilities have been made or incurred or are budgeted to be made or incurred, after the Last Fiscal Year-End in excess of \$5,000.

**2.23 Environmental Matters.** There are no Hazardous Materials used or present at any location used by the Company or a Subsidiary or any predecessor entity of either in the conduct of

the Business, except for any Hazardous Materials constituting normal office supplies. To the knowledge of the Company, no location currently or previously used by the Company or a Subsidiary or any predecessor entity of either is contaminated by any Hazardous Material or was previously used for any purpose other than office space. There are no environmental materials or conditions, including on-site or off-site disposal or releases of Hazardous Materials that could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, no event has occurred and no activity has been or is being conducted by the Company, a Subsidiary or any other Person which has resulted or could reasonably result in contamination of any location currently or previously used by the Company or a Subsidiary or any predecessor entity of either by any Hazardous Material. Neither the Company, any Subsidiary nor any predecessor entity of either has received any written communication from any Governmental Entity alleging that the Company, Subsidiary or predecessor entity or any premises currently or previously occupied by any of such Persons is contaminated by any Hazardous Materials or in violation of any Environmental Requirement. To the knowledge of the Company, no Government Agency has commenced any investigation or proceeding with respect to the contamination of any location currently or previously used by the Company or a Subsidiary or any predecessor entity of either by any Hazardous Material.

**2.24 Illegal Payments.** To the best knowledge the Company, none of the Company, any Subsidiary or any director, officer, employee, or agent of the Company or any Subsidiary has, directly or indirectly, paid or delivered any fee, commission, or other sum of money or item of property however characterized to any broker, finder, agent, government official, or other person, in the United States or any other country, in any manner related to the business or operations of the Company or any Subsidiary, which the Company, any Subsidiary or any such director, officer, employee, or agent knows or has reason to believe to have been illegal under any law.

**2.25 SEC Information.** Except as set forth in *Schedule 2.25*, as of their respective filing dates (except as thereafter amended) all documents that the Company has filed with the SEC (the "*Company SEC Documents*") have complied in all material respects with the applicable requirements of the Act or the Exchange Act, as the case may be, and none of the Company SEC Documents has contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading except to the extent corrected by a subsequently filed Company SEC Document filed prior to the date hereof.

**2.26 Board of Directors Approval; Fairness Opinion.**

(a) The members of the Board of Directors of the Company present at the meeting called to discuss the Merger have unanimously approved this Agreement and the Plan of Merger and unanimously recommended this Agreement and the Plan of Merger to the Company's stockholders. Such approval and recommendation have not been modified or withdrawn and are in full force and effect on the date hereof. The Company's financial adviser, Broadview Int'l LLC, has rendered its opinion to the Board of Directors of the Company that the consideration to be received in the Merger is fair to the Company's stockholders from a financial point of view. Prior to the Company's entry into this Agreement, each of the Company's officers and directors has entered into a voting agreement with the Buyer to vote all Shares beneficially owned by such officer or director in favor of the Merger.

(b) The transactions contemplated by this Agreement (i) are not subject to the "fair price," "moratorium," "control share acquisition" or other similar statute (a "*Takeover Statute*") of any jurisdiction other than the State of Oregon. The Oregon Control Share Act is not applicable to the Merger by virtue of ORS 60.801(4)(e)(F), which exempts a merger effected in compliance with ORS 60.481 to 60.501. The Oregon Business Combination statute does not apply to the Merger because the Merger has been approved by the Company's Board of Directors. There are no other Takeover Statutes of the State of Oregon applicable to the Company or any Subsidiary.

**2.27 No Dissenters' Rights.** No stockholder of the Company is entitled to exercise or obtain any form of dissenters' rights under the Oregon Business Corporation Act ("*OBCA*").

**2.28 Option Substitution.** No Person holding an option issued under the Company's Amended and Restated 1993 Stock Incentive Plan may, pursuant to the terms of such plan, object to the substitution of such options with options of the Buyer as set forth in Section 3.2 of the Plan of Merger.

**2.29 Employee Stock Purchase Plan.** The Company has taken all necessary action to provide that (i) the number of Company common shares available for issuance under the Company's 1996 Employee Stock Purchase Plan, as amended (the "*Stock Purchase Plan*"), has been increased from 300,000 to 600,000, (ii) the current offering period under the Stock Purchase Plan shall be terminated as of the earliest date after the required notice has been provided to each participant in the Stock Purchase Plan (the "*Plan Termination Date*"), (iii) each participant in the Stock Purchase Plan on the date hereof shall be deemed to have exercised his or her Purchase Right (as defined in the Stock Purchase Plan) on the Plan Termination Date and shall acquire from the Company (a) such number of whole shares of Company Common Stock as his or her accumulated payroll deductions on the Plan Termination Date will purchase at the Offering Exercise Price (as defined in the Stock Purchase Plan)(treating the last business day prior to the Plan Termination Date as the "Purchase Date" for all purposes of the Stock Purchase Plan) and (b) cash in the amount of any remaining balance in such participant's account, and (iv) the Stock Purchase Plan shall be terminated effective as of the Plan Termination Date.

**2.30 Transfers of Technology.** The Company has not licensed or otherwise transferred any versions of the Verias Simulator to any foreign firms or institutions, other than those transfers made in executable code form, all of which will be disclosed to DARPA.

**2.31 Representations.** No representation or warranty by the Company in this Agreement (including without limitation the Schedules and Exhibits attached hereto), or in any document furnished by the Company at the Closing pursuant hereto contains any untrue statement of a material fact or omits to state a fact necessary to make the statements contained in such representation or warranty not misleading.

### Section 3 Representations and Warranties of Buyer

The Buyer hereby represents and warrants to the Company that, on and as of the date hereof:

**3.1 Organization, Standing of Buyer and Buyer Subsidiary.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer Subsidiary is a corporation duly organized, validly existing and in good standing

under the laws of the State of Oregon. The Buyer and Buyer Subsidiary have full power and authority under applicable corporate law to own, lease and operate their Properties and to carry on the business in which they are engaged.

**3.2 Authority; Enforceability.** The Buyer and Buyer Subsidiary have all necessary power and authority under applicable corporate law to execute, deliver and perform their obligations under this Agreement. The execution, delivery and performance of this Agreement by the Buyer and Buyer Subsidiary has been duly authorized by all necessary action under applicable corporate law. This Agreement constitutes a legal, valid and binding obligation of the Buyer and Buyer Subsidiary, enforceable in accordance with its terms, subject to general limitations on the availability of equitable remedies and the effect of bankruptcy, insolvency, reorganization and other laws of general application affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by the Buyer and Buyer Subsidiary and the consummation by the Buyer and Buyer Subsidiary of all of the transactions contemplated hereby, (x) do not require any Third-Party Action relating to the Buyer or Subsidiary except those listed on *Schedule 3.2*, (y) do not violate any Legal Requirement or Order applicable to the Buyer or Buyer Subsidiary and (z) do not conflict with or constitute a default (with or without the giving of notice or the passage of time or both) under, or result in any acceleration or right of acceleration of any obligations under, any Contract to which the Buyer or Buyer Subsidiary is a party, where, in each case, the absence of such Third-Party Action or such violation, conflict, default or acceleration would in any way adversely affect the transactions contemplated hereby.

**3.3 Litigation.** There are no claims, actions, suits or other proceedings pending, or to the knowledge of the Buyer, threatened, at law or in equity, by or before any Governmental Agency or any arbitrator against the Buyer which could reasonably be expected to have an adverse effect on the ability of the Buyer to perform its obligations under this Agreement.

**3.4 Proxy Materials.** All of the information to be furnished by the Buyer or Buyer Subsidiary for inclusion in the Proxy Statement will not, on the date it is first mailed to the Company's stockholders, and on the date of the Company's stockholders' meeting, contain any statement which is false or misleading with respect to any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

#### **Section 4 Conditions to Obligations of Buyer and Buyer Subsidiary at Closing**

The obligations of the Buyer and Buyer Subsidiary hereunder to be performed at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, except for any condition the Buyer may waive in writing in accordance with Section 7.3.

**4.1 Representations and Warranties.** The representations and warranties contained in Section 2 shall have been true in all material respects on the date of this Agreement and shall be true in all material respects at and as of immediately prior to the Closing with the same effect as though made at and as of immediately prior to the Closing. The updating of Schedules to disclose nonmaterial changes in the underlying matters disclosed therein occurring from the date hereof to the Effective Time shall not constitute a failure of the condition set forth in this Section 4.1.

**4.2 Proxy Statement.** The Proxy Statement shall comply as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder, and shall not, at the time of (i) first mailing thereof or (ii) the stockholders' meeting to be held in connection with the Merger, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that this condition shall not apply with respect to information supplied by the Buyer or any affiliates or representatives of the Buyer for inclusion in the Proxy Statement.

**4.3 Closing Certificate.** The Company shall have delivered to the Buyer its certificate dated the date of the Closing that the conditions specified in Sections 4.1, 4.2 and 4.4 are satisfied. Such certificate shall be deemed a representation and warranty of the Company under Section 2 for all purposes of this Agreement.

**4.4 Performance.** The Company shall have performed and complied in all material respects with all covenants required herein to be performed or complied with by it on or before the Closing.

**4.5 Stockholder Approval.** The Stockholder Approval shall have been given.

**4.6 Third-Party Action.** All Third-Party Action required under the Designated Contracts in order to consummate the Closing on the terms hereof shall have been taken, and all Third-Party Action required (other than under the Designated Contracts) in order to consummate the Closing on the terms hereof, other than any such Third-Party Actions which in the aggregate would not have a Material Adverse Effect, shall have been taken, and the Hart-Scott waiting period shall have expired.

**4.7 Opinion of Counsel.** The Buyer shall have received from Ater Wynne LLP, counsel to the Company, an opinion dated the date of the Closing, in form and substance substantially as set forth in *Exhibit B*.

**4.8 Transactional Litigation.** No action, suit or proceeding before any Governmental Agency shall have been commenced and not dismissed, and no investigation by any Governmental Agency shall have been commenced or overtly threatened, against the Company, the Buyer, Subsidiary, or any of their respective principals, officers, directors or shareholders seeking to restrain, prevent or change the transactions contemplated hereby or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

**4.9 Interim Events.** None of the events listed in Sections 6.8(a) through (v) shall have occurred without the Buyer's written consent.

**4.10 Management Changes, Technical Employees.** No change in the executive management of the Company as listed on *Schedule 4.10(a)* shall have occurred from the date hereof, and not less than 80% of the Company's employees listed on *Schedule 4.10(b)* shall have indicated to the Buyer, in form reasonably satisfactory to the Buyer, their intention to continue their employment with the Company or the Buyer on substantially their current terms following the Merger.

**4.11 Employment and Noncompetition Agreements.** The individuals designated in *Schedule 4.11* shall have entered into (i) employment agreements with the Buyer in form satisfactory to the Buyer, in replacement of the employment agreements, if any, currently in effect between each of them and the Company and (ii) proprietary information and noncompetition agreements with the Buyer substantially in the form attached as *Exhibit C*.

**4.12 Option Holder Approval.** At least 75% of the Company employees who hold options to acquire Shares as of the date hereof under the Company's 1986 Stock Option Plan shall have agreed to accept options to acquire shares of the Buyer's common stock (issued under the Buyer's 1995 Stock Option / Stock Issuance Plan) in substitution for such Company stock options held by such employees as of the date hereof.

**4.13 Nonemployee Option Consents.** The Company shall have obtained the consent (i) of those option holders, if any, described in Section 3.1 of the Plan of Merger to the conversion of such options into the right to receive the Spread Amount (as defined in the Plan of Merger) and (ii) of all option holders under the 1995 Stock Option Plan for Nonemployee Directors to the cancellation of all options under such plan.

**4.14 Financial Statement Compliance.** The Buyer shall have received confirmation from its outside auditors, KPMG Peat Marwick LLP, reasonably satisfactory to the Buyer, that the Financial Statements are satisfactory in form for inclusion in the Buyer's SEC filings, both for reporting the Merger and on a going forward basis.

**4.15 Corporate and Other Proceedings.** All corporate and other proceedings on the part of the Company in connection with the transactions to be consummated at the Closing, and all documents and instruments incident to such transactions, shall be reasonably satisfactory in substance and form to the Buyer.

**4.16 Cancellation of Company 401(k) Plan.** The Company shall have canceled its 401(k) Plan effective as of prior to the Closing. The Company has provided the Buyer with a copy of the most recent determination letter issued by the Internal Revenue Service with regard to the Plan. The parties acknowledge and agree that the Company will cancel its 401(k) Plan as of December 31, 1999 and pay any matching funds due to the accounts of the 401(k) Plan participants (in accordance with the amounts accrued in the Financial Statements) at that time. The Company's 401(k) Plan shall remain in effect to the extent necessary to permit the rollover of all funds held by the Plan's participants.

**4.17 Officer and Director Resignations.** All officers and directors of the Company shall have submitted their resignations in writing, effective as of the Effective Time.

**4.18 Advisory Opinion.** The Company shall have received a written advisory opinion from the United States Department of Commerce, in form satisfactory to the Buyer in its reasonable discretion, stating that the Saber Simulator and the Verias Simulator, and all models provided in the Company's model library, have an ECCN of 3D991. As a result of such ECCN classification, the Company did not ship either simulator product into any jurisdiction where an export license was required.



**4.19 DARPA Letter.** The Company shall have received a written letter of assurance from the United States Defense Advanced Research Projects Agency ("**DARPA**"), in form satisfactory to the Buyer in its reasonable discretion, stating that (i) any past transfers to foreign firms or institutions by the Company of any versions of the Verias Simulator in executable code format did not constitute a breach of the terms of the DARPA Agreement and based on such transfers DARPA will not assert any rights to a royalty on commercial products which included the Verias Simulator, (ii) DARPA will not discriminate in awarding funding to the Buyer in the future as the result of any past transfers to foreign firms or institutions by the Company of any versions of the Verias Simulator in executable code format and (iii) no other monetary fines, reimbursement of funds or rights to royalties will be assessed or demanded by DARPA against the Company based on facts disclosed to DARPA.

## **Section 5 Conditions to Company's Obligations at Closing**

The obligations of the Company hereunder to be performed at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, except for any condition the Company may waive in accordance with Section 7.3.

**5.1 Representations and Warranties.** The representations and warranties of the Buyer contained in Section 3 shall have been true in all material respects on the date of this Agreement and shall be true in all material respects at and as of immediately prior to the Closing with the same effect as though made at and as of immediately prior to the Closing.

**5.2 Closing Certificate.** The Buyer shall have delivered to the Company a certificate dated the date of the Closing that the conditions specified in Sections 5.1 and 5.3 are satisfied. Such certificate shall be deemed a representation and warranty of the Buyer under Section 3 for all purposes of this Agreement.

**5.3 Performance.** The Buyer shall have performed and complied in all material respects with all covenants required herein to be performed or complied with by the Buyer on or before the Closing.

**5.4 Stockholder Approval.** The Stockholder Approval shall have been given.

**5.5 Third-Party Action.** All Third-Party Action required in order to consummate the Closing on the terms hereof, other than any the absence of which in the aggregate would not have a material effect on the transactions contemplated hereby, shall have been taken, and the Hart-Scott waiting period shall have expired.

**5.6 Opinion of Counsel.** The Company shall have received from McCutchen, Doyle, Brown & Enersen LLP, counsel to the Buyer, an opinion dated the date of the Closing, in form and substance substantially as set forth in *Exhibit D*.

**5.7 Transactional Litigation.** No action, suit or proceeding before any Governmental Agency shall have been commenced, and no investigation by any Governmental Agency shall have been commenced or overtly threatened, against the Company, the Buyer, Buyer Subsidiary or any of their respective principals, officers, directors or stockholders seeking to restrain, prevent or change

the transactions contemplated hereby or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

**5.8 Corporate and Other Proceedings.** All corporate and other proceedings on the part of the Buyer and Buyer Subsidiary in connection with the transactions to be consummated at the Closing, and all documents and instruments incident to such transactions, shall be reasonably satisfactory in substance and form to the Company.

## **Section 6 Covenants of Company, Buyer Subsidiary and Buyer**

**6.1 Non-Disclosure.** Each party agrees not to divulge or communicate, or use for any purpose other than evaluating this transaction or exercising rights as a party hereto, any information or materials concerning this Agreement, the negotiation between the parties hereto and the transactions contemplated hereby, except to the extent that such information (w) is or hereafter becomes lawfully obtainable from other sources, (x) is required to be disclosed to a Governmental Agency having jurisdiction over the party or its Affiliates, (y) is otherwise required by law to be disclosed or (z) is disclosed following a waiver in writing from the other parties. Promptly after the date hereof and after the Effective Time, the Buyer and the Company will issue a mutually agreeable press release concerning the transactions contemplated hereby. The parties hereto will consult and cooperate with each other and agree upon the terms and substance of all press releases, announcements and public statements with respect to this Agreement and the Merger, *provided, however*, that such consultation and cooperation shall not interfere with any obligation of either party hereto to disclose any information as required by applicable law. Any press release or other announcement by any party with respect to the Merger will be subject to the consent and approval of the other party, which consent or approval will not be unreasonably withheld. The parties also hereby ratify and confirm the confidentiality letter dated October 19, 1999, which shall continue in effect.

**6.2 Nonsurvival of Representations and Warranties.** The representations and warranties of the Company set forth in this Agreement or any instrument delivered pursuant to this Agreement will expire at and shall not survive the Effective Time, and the Surviving Corporation (as defined in the Plan of Merger) shall have no liability with respect to any such representation or warranty and shall not be subject to any contribution, indemnity or similar claims with respect thereto by any Person. However, nothing in this Section 6.2 will relieve any Person from liability for his, her or its knowing personal fraud.

### **6.3 Termination of this Agreement; Termination Fees.**

(a) If any condition of the Closing stated in Section 4 is not satisfied on or before March 31, 2000, then, provided the Buyer is not in material default hereunder, the Buyer may at any time thereafter terminate any further obligations under this Agreement by giving written notice thereof to the Company. If any condition of the Closing stated in Section 5 is not satisfied on or before such date, then, provided the Company is not in material default hereunder, the Company may at any time thereafter terminate any further obligations under this Agreement by giving written notice thereof to the Buyer. This Agreement may be so terminated, or terminated by mutual agreement of the parties upon the authorization of their respective boards of directors, notwithstanding approval of this Agreement by the stockholders of any or all parties. Furthermore, this Agreement may be

terminated by either party if any Governmental Agency shall have issued an injunction or taken any other action (which injunction or other action the parties hereto shall use their reasonable business efforts to lift), which permanently restrains, enjoins or otherwise prohibits the Merger, and such injunction shall have become final and non-appealable.

(b) In addition, the Board of Directors of the Company may terminate this Agreement pursuant to Section 6.6(e) in the circumstances there specified if, simultaneously with such termination, the Company pays the Buyer \$1,000,000 by wire transfer of immediately available funds.

(c) In the event the Board of Directors of the Company withdraws or modifies its approval or recommendation of the Merger or approves or recommends a Superior Proposal pursuant to Section 6.6(e), or the Merger is voted down by the Company's stockholders, or this Agreement is terminated by the Buyer prior to the Effective Time after the date specified in Section 6.3(a) for failure to satisfy the conditions specified in Section 4 herein (except for the conditions specified in Sections 4.6, 4.8 (if the suit or proceeding primarily alleges a Buyer legal deficiency), 4.10, 4.11, 4.12, 4.14, 4.15, 4.18 or 4.19), or this Agreement is terminated by the Company prior to the Effective Time after the date specified in Section 6.3(a) for failure to satisfy the conditions specified in Sections 5.4, 5.5 or 5.7 (if the suit or proceeding primarily alleges a Company legal deficiency), or if this Agreement is terminated by the Buyer due to a material breach hereof by the Company, and in any such case a Third-Party Transaction is announced within 12 months after such withdrawal, modification, approval, recommendation, vote or termination which is thereafter consummated (or is consummated within such 12-month period, irrespective of any announcement), the Company will, simultaneously with such consummation, pay the Buyer \$1,000,000 by wire transfer of immediately available funds.

(d) In the event the Board of Directors of the Company withdraws or modifies its approval or recommendation of the Merger or approves or recommends a Superior Proposal pursuant to Section 6.6(e), or the Merger is voted down by the Company's stockholders, the Buyer may, at any time thereafter, at its sole option by notice given to the Company, terminate any obligation on its or the Buyer Subsidiary's part to consummate the Merger. Any such termination will not affect the Buyer's rights under Section 6.3(c), or, in the case of breach by the Company, be in lieu of or adversely affect in any way any right or remedy otherwise available to the Buyer.

(e) Any termination pursuant to this Section 6.3 will not, however, terminate or otherwise affect the obligations of the parties under Sections 6.1, 7.1 or 7.2.

**6.4 Reasonable Business Efforts, No Inconsistent Action.** Each party will use its reasonable business efforts to cause the conditions over which it has control to be satisfied on or before the Closing. No party will take any action which will foreseeably result in the nonsatisfaction of any condition stated in Section 4 or 5 on or before the Closing.

**6.5 Access.** Between the date of this Agreement and the Closing or any earlier termination of this Agreement in accordance with its terms, the Company will (i) give the Buyer and its authorized representatives access to its books, records, Properties, officers, attorneys and accountants and permit the Buyer to make inspections and copies of such books and records, and (ii) furnish the Buyer with such financial information and operating data and other information with

respect to its business and Properties, and to discuss with the Buyer and its authorized representative its affairs, all as the Buyer may from time to time reasonably request for the purposes of this Agreement, during normal office hours. Any on-site visit shall be subject to reasonable advance notice and to being accompanied by an officer or designated employee of the Company. No information furnished to the Buyer pursuant to this Section 6.5 or otherwise known to the Buyer shall affect any representation, warranty or condition in this Agreement.

#### **6.6 No Solicitation or Negotiation.**

(a) Until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, neither the Company nor any Subsidiary nor any representative of the Company or any Subsidiary shall, directly or indirectly, take any action to (i) encourage, solicit or initiate the submission of any Acquisition Proposal or any inquiries with respect thereto, (ii) enter into any agreement for or relating to a Third-Party Transaction, or (iii) participate in any way in discussions or negotiations with, or furnish any non-public information to, any Person in connection with any Acquisition Proposal. Notwithstanding any other provision of this Section 6.6(a), the Company may, prior to the Stockholder Approval, in response to an unsolicited *bona fide* written offer or proposal made by a third party which is reasonably likely to lead to a Superior Proposal, provide non-public information to or have discussions or negotiations with such third party, if and only to the extent that the Board of Directors has determined in good faith, after receiving the advice of its outside counsel, that such action is necessary in order for the Board of Directors to comply with its fiduciary duties to the Company's stockholders under applicable law. The Company will immediately communicate to the Buyer the receipt of any third party solicitation, proposal or *bona fide* inquiry that the Company, any Subsidiary or any representative of the Company or any Subsidiary may receive in respect of any such transaction, or of any request for such information, including in each case a copy thereof and all other particulars thereof, and keep the Buyer fully apprised of all developments therein on a current basis, and consider in good faith any counterproposals which the Buyer, in its sole discretion, elects to make.

(b) "**Acquisition Proposal**" means any proposed Acquisition Transaction. "**Acquisition Transaction**" means any (i) merger, consolidation or similar transaction involving the Company, (ii) sale, lease or other disposition directly or indirectly by merger, consolidation, share exchange or otherwise of any assets of the Company or its subsidiaries representing 15% or more of the consolidated assets of the Company and its subsidiaries, (iii) issue, sale or other disposition of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into, such securities) representing 15% or more of the votes attached to the outstanding securities of the Company, (iv) transaction in which any person shall acquire Beneficial Ownership or the right to acquire Beneficial Ownership, or any Group shall have been formed which has Beneficial Ownership or has the right to acquire Beneficial Ownership, of 15% or more of the outstanding shares of common stock of the Company, (v) recapitalization, restructuring, liquidation, dissolution or other similar type of transaction with respect to the Company or any of its subsidiaries, or (vi) transaction which is similar in form, substance or purpose to any of the foregoing transactions. "**Third-Party Transaction**" shall mean an Acquisition Transaction with a party unrelated to the Buyer. "**Beneficial Ownership**" and "**Group**" shall have the meanings stated in Regulation 13D-G under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(c) The Company will take all action necessary in accordance with applicable law and its articles of incorporation and by-laws to convene a meeting of its stockholders as promptly as practicable to consider and vote upon the Merger and to secure the Stockholder Approval, including without limitation the preparation of a proxy statement (the "**Proxy Statement**," which term shall include all amendments and supplement thereto). The Proxy Statement shall comply as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder, and shall not, at the time of (i) first mailing thereof or (ii) such stockholders' meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that the Company shall not be responsible for information supplied by the Buyer or any affiliates or representatives of the Buyer for inclusion in the Proxy Statement. The Company (i) shall promptly prepare and file with the SEC, use all reasonable efforts to have cleared by the SEC and thereafter mail to its stockholders as promptly as practicable the Proxy Statement and all other proxy materials for such meeting, (ii) shall notify the Buyer of the receipt of any comments of the SEC with respect to the Proxy Statement and of any requests by the SEC for any amendment or supplement thereto or for additional information and shall promptly provide the Buyer copies of all correspondence between the Company or any representative of the Company and the SEC and (iii) shall give the Buyer and its counsel the opportunity to review the Proxy Statement prior to its being filed with the SEC and shall give the Buyer and its counsel the opportunity to review all amendments and supplements to the Proxy Statement and all responses to requests for additional information and replies to comments prior to their being filed with, or sent to, the SEC.

(d) The Board of Directors of the Company shall recommend and declare advisable to its stockholders such approval and the Company shall take all lawful action to solicit, and use all best efforts to obtain, approval of its stockholders, and neither the Board of Directors of the Company nor any committee of such Board of Directors shall, except as otherwise provided in Section 6.6(e) below, (i) withdraw or modify the approval or recommendation by such Board of Directors or such committee of the Merger, (ii) approve or recommend any Acquisition Proposal other than the Merger, or (iii) cause the Company to enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement with respect to any Acquisition Proposal other than the Merger.

(e) Notwithstanding Section 6.6(d) hereof, the Board of Directors of the Company may, prior to the Stockholder Approval, withdraw or modify its approval or recommendation of the Merger, approve or recommend a Superior Proposal or terminate this Agreement in order to simultaneously enter into a binding agreement with respect to a Third-Party Transaction that constitutes a Superior Proposal, but in each case subject to its compliance with Section 6.3(b) or (c), as applicable, if and only to the extent that both (i) the Buyer has been given at least 5 days written notice of the Company's intent to do so and (ii) the Board of Directors of the Company has determined in good faith, after receiving the advice of its outside counsel, that such action is necessary in order for the Board of Directors to comply with its fiduciary duties to stockholders under applicable law. A "**Superior Proposal**" means any bona fide written Acquisition Proposal, the terms of which the Board of Directors of the Company determines in its good faith judgment, based on the advice of its financial advisor, to be more favorable to the Company's stockholders than the Merger and to be already financed or readily financeable.

(f) Nothing in this Section 6.6 shall prohibit the Company from taking and disclosing to its stockholders a position as contemplated by SEC Rule 14e-2(a), provided that neither the Company nor its Board of Directors nor any committee of its Board of Directors shall approve or recommend any Third-Party Proposal except as permitted by Section 6.6(e).

**6.7 Interim Financial Information.** The Company will supply to the Buyer unaudited consolidated monthly financial statements within 30 business days of the end of each month ending between the date of the Interim Balance Sheet and the Closing or any earlier termination of this Agreement in accordance with its terms, prepared on a basis consistent with the unaudited consolidated financial statements for the preceding months. For purposes of these statements, employee bonuses and similar expenses may be accrued based on actual results for the year to date and budgeted results for the balance of the year.

**6.8 Interim Conduct of Business.** From the date of this Agreement until the Closing or any earlier termination of this Agreement in accordance with its terms, unless approved by the Buyer in writing, the Company will operate its business consistently with past practice and in the ordinary course of business, and will not:

(a) merge or consolidate with or agree to merge or consolidate with, or sell or agree to sell all or substantially all of its Property to, or purchase or agree to purchase all or substantially all of the Property of, or otherwise acquire, any other Person or a division thereof, except as provided in this Agreement;

(b) amend its articles of incorporation or by-laws;

(c) make any changes in its accounting methods, principles or practices, except as required by GAAP;

(d) sell, consume or otherwise dispose of any Property, except in the ordinary course of business consistent with past practices;

(e) authorize for issuance, issue, sell or deliver any additional shares of its capital stock of any class or any securities or obligations convertible into shares of its capital stock or issue or grant any option, warrant or other right to purchase any shares of its capital stock of any class, other than, in each case, the issuance of Common Stock pursuant to the exercise of the options listed in Section 2.1(a);

(f) except as provided in the Plan of Merger, accelerate, amend or change the period of exercisability of vesting of options or other Stock Rights granted under its stock option plans or authorize cash payments in exchange for any options or other Stock Rights granted under any of such plans;

(g) declare any dividend on, make any distribution with respect to, or redeem or repurchase, its capital stock except under existing repurchase agreements or obligations as set forth in *Schedule 2.1*;

(h) modify, amend or terminate any Benefit Plans, except as otherwise set forth herein or as required under Legal Requirements or any Disclosable Contract;

(i) enter into any material Contract, or violate, amend or otherwise modify or waive any of the terms of any of its material Contracts other than amendments or modifications in the ordinary course of business consistent with past practice;

(j) transfer or license to any Person or otherwise extend, amend or modify any rights to the Company Intellectual Property other than the grant of non-exclusive licenses in the ordinary course of business consistent with past practice;

(k) enter into or amend any Contracts pursuant to which any other Person is granted exclusive marketing, manufacturing or other exclusive rights of any type or scope with respect to any of its products or technology;

(l) incur or commit to incur any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or guarantee any debt securities of others;

(m) enter into any operating leases requiring cumulative annual payments in excess of \$25,000;

(n) pay, discharge or satisfy in an amount in excess of \$25,000 in any one case or \$50,000 in the aggregate, any claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise) arising other than in the ordinary course of business, other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Financial Statements;

(o) incur or commit to incur any capital expenditures in excess of \$50,000 in the aggregate;

(p) materially reduce the amount of any material insurance coverage provided by existing insurance policies;

(q) terminate or waive any right of substantial value, other than in the ordinary course of business;

(r) take any of the following actions: (i) increase or agree to increase the compensation payable or to become payable to its officers or employees, except for increases in salary or wages of non-officer employees in the ordinary course of business and in accordance with past practices, (ii) grant any additional severance or termination pay to, or enter into any employment or severance agreements with, any officer or employee, (iii) enter into any collective bargaining agreement, or (iv) establish, adopt, enter into or amend in any material respect any bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, trust, fund, policy or arrangement for the benefit of any directors, officers or employees, except as otherwise provided in the Plan of Merger;

(s) commence a lawsuit or arbitration proceeding other than (i) for the routine collection of bills, or (ii) in such cases where it in good faith determines that failure to commence suit would result in the material impairment of a valuable aspect of the Business, provided that it consults with the Buyer prior to the filing of such suit;

(t) make any material Tax election other than in the ordinary course of business and consistent with past practice, change any material Tax election, adopt any Tax accounting method, file any Tax return (other than any estimated Tax returns, immaterial information returns, payroll Tax returns or sales Tax returns) or any amendment to a Tax return, enter into any closing agreement, settle any Tax claim or assessment or consent to any Tax claim or assessment provided that the Buyer shall not unreasonably withhold or delay approval of any of the foregoing actions;

(u) revalue any of its assets, including without limitation writing down the value of inventory or writing off notes or accounts receivable other than in the ordinary course of business; or

(v) authorize or enter into an agreement to do any of the foregoing.

**6.9 Section 338 Election; Tax Status.** The parties agree that the Buyer may make an election under Section 338(a) of the Code with respect to the Merger. Each party has reviewed the income and other Tax aspects of the structure of the Merger with its own professional advisers, and no party or representative of a party shall have any obligation or responsibility to any other party with respect thereto.

#### **6.10 Option to Purchase.**

(a) The Company hereby irrevocably grants the Buyer the right (the "**Option**"), at the Buyer's option, to purchase from the Company up to 968,640 (subject to adjustment as provided in this Section 6.10) Shares in the aggregate at the exercise price of \$2.48 per share, subject to adjustment as provided in this Section 6.10 (as so adjusted, the "**Exercise Price**"), as specified by the Buyer in its notice or notices of exercise from time to time, but only after the occurrence of a Triggering Event. A "**Triggering Event**" means the first to occur of the following events:

(i) the Company terminates this Agreement pursuant to Section 6.6(e), or

(ii) the Board of Directors of the Company withdraws or modifies its approval or recommendation of the Merger or approves or recommends a Superior Proposal pursuant to Section 6.6(e), or the Merger is voted down by the Company's stockholders, or this Agreement is terminated by the Buyer prior to the Effective Time after the date specified in Section 6.3(a) for failure to satisfy the conditions specified in Section 4 herein (except for the conditions specified in Sections 4.6, 4.8 (if the suit or proceeding primarily alleges a Buyer legal deficiency), 4.10, 4.11, 4.12, 4.14, 4.15, 4.18 or 4.19), or this Agreement is terminated by the Company prior to the Effective Time after the date specified in Section 6.3(a) for failure to satisfy the conditions specified in Sections 5.4, 5.5 or 5.7 (if the suit or proceeding primarily alleges a Company legal deficiency), or if this Agreement is terminated by the Buyer due to a material breach hereof by the Company, and in any such case a Third-Party Transaction is announced within 12 months after such withdrawal, modification, approval, recommendation, vote or termination which is thereafter consummated (or is consummated within such 12-month period, irrespective of any announcement). Such consummation shall constitute the Triggering Event within the scope of this Section 6.10(a)(ii).



(iii) any Person other than an Affiliate of the Buyer commences a tender offer (within the meaning of SEC Rule 14d-2) for 15% of more of the Company's outstanding Shares.

(b) The Company will give the Buyer notice of any proposed Triggering Event under Section 6.10(a)(ii) or (iii) to which it is a party at least 20 days prior to the proposed consummation thereof, and will give the Buyer notice of any other such Triggering Event immediately upon receiving knowledge thereof. The Option may be exercised, at any time and from time to time, commencing immediately prior to the Triggering Event and continuing thereafter until 5:00 p.m., California time, on the earlier of (i) the Effective Time or (ii) the 5th anniversary of the date of this Agreement, if a business day, or on the next succeeding business day if it is not. To exercise the Option, the Buyer shall deliver written notice to the Company at its address listed in Section 7.4 specifying the number of Shares as to which the Option is being exercised, accompanied by the Buyer's check or wire transfer in payment of the aggregate Exercise Price. Alternatively, the Buyer may pay the Exercise Price by surrender of this Option with respect to a number of shares whose aggregate Spread Value equals the aggregate Exercise Price. "Spread Value" means (x) the excess, if any, of the market value of a Share over the Exercise Price times (y) the number of Shares so to be surrendered. For this purpose, "market value" shall mean the average closing price of Shares for the 3 most recent trading days ending with the 2d trading day prior to any such cashless exercise, if Shares are then traded on a national securities exchange or the Nasdaq National Market, and will mean the per-Share value of the transaction associated with the Triggering Event in all other cases.

(c) Upon any exercise of the Option as set forth above, the Buyer shall immediately be the record owner of all Shares subject to such exercise for all purposes, without any other action being necessary. Within 3 trading days after each exercise of the Option, the Company shall deliver certificates for the Shares so purchased to the Buyer, but the delivery of such certificates shall not be required in order for the Buyer to exercise any rights as a holder of the Shares to be represented thereby. Until its exercise, the Option does not confer on the Buyer any rights of a stockholder of the Company.

(d) The Company need not issue any fractional shares in connection with any exercise of the Option. Instead, the Buyer may purchase a whole Share from the Company at the Exercise Price.

(e) During the term of the Option, the Company shall reserve sufficient authorized but unissued shares of Common Stock or other securities for the full exercise of the rights represented by the Option. To the extent required for the lawful exercise of the Option, the Company will promptly make, at the Buyer's expense, all filings with Governmental Agencies, including without limitation a premerger notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, requested by the Buyer in connection with an intended exercise of the option.

(f) The Exercise Price and the number of Shares that the Company must issue upon exercise of the Option are subject to adjustment from time to time as follows:

(1) If the Company at any time or from time to time after the date hereof: (1) declares or pays, without consideration, any dividend on Shares payable in Shares; (2) creates any right to acquire Shares for no consideration; or (3) subdivides the outstanding Shares (by stock split, reclassification or otherwise), the Company shall increase the number of Shares that the Buyer

may purchase upon exercising the Option and decrease the Exercise Price in proportion to the increase in the number of outstanding Shares that results from any such action.

(2) If the Company combines or consolidates the outstanding Shares, by reclassification or otherwise, into a lesser number of Shares, the Company shall decrease the number of Shares that the Buyer may purchase upon exercising the Option and increase the Exercise Price in proportion to the decrease in the number of outstanding Shares that results from any such combination or consolidation.

(3) If Shares change into shares of any other class or classes of security or into any other Property for any reason other than a subdivision or combination of Shares provided for in Section 6.10(f)(1) or (2), including without limitation any reorganization, reclassification, merger or consolidation and any sale of substantially all of the Company's properties and assets, the Company shall make lawful provision for giving the Buyer the right, by exercising the Option, to purchase the kind and amount of securities or other Property receivable upon any such change by the owner of the number of Shares subject to this Option immediately before the change.

(4) If the Company spins off any Subsidiary by distributing to the Company's shareholders as a dividend or otherwise any stock or other securities of the Subsidiary, the Company shall reserve until the end of the term of the Option enough such shares or other securities for delivery to the Buyer upon any exercise of the rights represented by the Option to the same extent as if the Buyer owned of record all Common Stock or other securities subject to the Option on the record date for the distribution of the Subsidiary's shares or other securities.

Upon each adjustment or readjustment required by this Section 6.10(f), the Company shall promptly compute such adjustment or readjustment and furnish to the Buyer a certificate setting forth such adjustment or readjustment and showing in detail the facts giving rise to the adjustment or readjustment. Upon the Buyer's written request, the Company also shall furnish to the Buyer a similar certificate setting forth (1) such adjustments and readjustments, (2) the Option Price in effect on the date of the certificate, and (3) the number of Shares and the amount of any other property that the Buyer would receive upon exercising the Option.

(g) The Buyer may not transfer, sell or make any other disposition of the Option (other than in connection with a succession to or transfer of its business as a whole), or grant any Lien respecting any of its rights under the Option, without the Company's prior consent.

(h) By accepting the Option, the Buyer agrees that the Option and the Shares or other securities issuable upon exercise of the Option may be offered or sold, only in compliance with the Act and all applicable state securities laws. The Buyer acknowledges that if the Option is exercised, the shares issued upon such exercise will be "restricted securities" within the meaning of Rule 144 promulgated under the Act. The Buyer hereby agrees to comply with this Section 6.10(h) with respect to any resale or other disposition of such securities. The Buyer may offer or sell any such securities only in accordance with (1) an effective registration statement under the Act; (2) SEC Rule 144; or (3) another exemption from the registration requirements of the Act and all applicable state securities laws demonstrated, to the Company's reasonable satisfaction, by an opinion of securities counsel reasonably

acceptable to the Company. The Company may make a notation on its records, and on the certificates for any Shares or other securities issued upon the exercise of the Option, to implement the restrictions set forth in this Section 6.10(h). The Buyer represents and warrants that it is acquiring the Option, and will acquire the Shares subject thereto, for its own account and not on behalf of any other Person, and that it is an "accredited investor," as that term is defined in SEC Regulation D. By accepting the Option, the Buyer acknowledges that the Company is granting the Option to the Buyer in reliance on the Buyer's foregoing representations and warranties and the terms of this Section 6.10(h). Before allowing any transferee of any of the Buyer's rights under the Option to exercise this Option, the Company may, in its sole discretion, require the transferee to execute and deliver representations, warranties and acknowledgments to the Company substantially similar to those set forth in this Section 6.10(h).

(i) In the event the Company proposes to consummate a transaction (however structured, including without limitation a sale of stock or a merger) to which it is a party and which involves an acquisition of shares or equity interest in the Company by a third Person, and immediately following such transaction such Person together with its parents and subsidiaries (collectively, the "*Acquiring Person*") owns a majority of both the voting power and economic interest represented by the outstanding stock of the Company on a fully-diluted basis, then the Company (x) shall give the Buyer at least 20 days written notice of the proposed consummation, including a summary of the transaction and a copy of all transaction documents (which summary and documents shall be kept current by further notices to the Buyer) and (y) if it has complied with clause (x), may at its option, exercised by notice to the Buyer not later than 5 days prior to such consummation, redeem the Option (in whole and not in part) simultaneously with such consummation for an amount per share, paid by wire transfer of same-day funds to the account designated by the Buyer, equal to the excess, if any, of the Redemption Price over the Exercise Price then in effect. The "*Redemption Price*" is:

(i) if the equity interest the Acquiring Person is acquiring in such consummation, together with any equity interest acquired by such Acquiring Person within 180 days prior to such consummation constitutes a majority of both the voting power and economic interest represented by the outstanding stock of the Company on a fully-diluted basis, the highest price per share paid (or to be paid upon such consummation) by the Acquiring Person in the course of acquiring such majority ownership, and

(ii) otherwise, the fair market value of a Share (or the other Property then subject to the Option) as agreed to by the Company and the Buyer or, in the absence of such agreement, as determined by an investment bank of national reputation selected by the Company from a list of 3 such banks proposed by the Buyer (on its own initiative or within 15 days after written request by the Company), which bank shall not have engaged in a transaction with, or advised with respect to a transaction, either the Company or the Buyer within the prior 3 years. If this clause (ii) is applicable, the Company will not consummate such transaction unless and until the fair market value has been agreed or determined pursuant to this clause (ii).

(j) Any Shares purchased by the Buyer upon exercise of the Option shall be entitled to the registration rights set forth in *Exhibit E*.

**6.11 SEC Reports.** From and after the date of this Agreement until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, the Company will timely file all reports required to be filed by it under the Exchange Act.

**6.12 Notice of Certain Events.** The Company shall notify the Buyer, and the Buyer shall promptly notify the Company, of:

(i) receipt of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(ii) receipt of any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement;

(iii) receipt of notice that any action, suit, claim, investigation or proceeding has been commenced or, to the knowledge of the Company, threatened, against or involving the Company, any Subsidiary or the Buyer, as applicable, which, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 2.18 or which relates to the transactions contemplated by this Agreement;

(iv) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be likely to cause any representation or warranty of it (and, in the case of the Buyer, of Buyer Subsidiary) contained in this Agreement to be untrue or inaccurate; and

(v) any failure of the Company, the Buyer or Buyer Subsidiary, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

The delivery of any notice pursuant to this Section 6.12 shall not limit or otherwise affect the remedies available to the party receiving such notice.

**6.13 Takeover Statutes.** If any Takeover Statute is, becomes or may become applicable to the Merger or any of the transactions contemplated hereby, each of the Buyer, Buyer Subsidiary and the Company, and their respective Boards of Directors, shall grant such approvals and take such lawful actions as are necessary to ensure that the Merger and such transactions may be consummated as promptly as practicable on the terms contemplated hereby, and to the extent permitted by law otherwise act to eliminate the effects of such statute and any regulations promulgated thereunder on the Merger and such transactions or, if they cannot be eliminated, to minimize them.

**6.14 Pay-Off.** The Company will, upon the request of the Buyer, cooperate with the Buyer in arranging the pay-off or refinancing of any indebtedness of the Company set forth in *Schedule 2.6(b)* which the Buyer, in its business discretion, desires to pay off or refinance in connection with the consummation of the transactions contemplated hereby.

**6.15 Other Filings.** As promptly as practicable, the Company, the Buyer and Buyer Subsidiary each shall properly prepare and file any other filings required under the Exchange Act or any other federal or state law relating to the Merger and the transactions contemplated hereby (including filings, if any, required under Hart-Scott)(collectively, the "*Other Filings*"). Each of the

Company, the Buyer and Buyer Subsidiary shall promptly notify the other of the receipt of any comments on, or any request for amendments or supplements to, any of the Other Filings by any Governmental Agency or official, and each of the Company, the Buyer and Buyer Subsidiary shall supply the other with copies of all correspondence between it, on the one hand, and members of any Governmental Agency or any other appropriate governmental official, on the other hand, with respect to any of the Other Filings. The Company, the Buyer and Buyer Subsidiary each shall use its respective reasonable best efforts to obtain and furnish the information required to be included in any of the Other Filings. The Company, the Buyer and Buyer Subsidiary hereby covenant and agree to use their commercially reasonable best efforts to secure termination of any waiting periods under Hart-Scott and obtain the approval of the Federal Trade Commission or any other Governmental Agency for the transactions contemplated herein.

**6.16 Officers and Directors Indemnification.** The Company shall, and from and after the Effective Time, the Surviving Corporation shall, indemnify, defend and hold harmless the present and former directors, officers, employees and agents of the Company or any Subsidiaries (the "*Indemnified Parties*") against all losses, claims, damages, costs, expenses (including reasonable attorney's fees and expenses), liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party of or in connection with any threatened or actual claim, action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of or pertaining to the fact that such person is or was a director or officer of the Company or any of the Subsidiaries whether pertaining to any matter existing at or prior to the Effective Time and whether asserted or claimed prior to, or at or after, the Effective Time ("*Indemnified Liabilities*"), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to this Agreement or the transactions contemplated hereby, in each case to the fullest extent a corporation may indemnify its own directors or officers, as the case may be, in compliance with applicable law, under the OBCA as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader rights than such law permitted prior to such amendment and only to the extent such amendment is not retroactively applicable) . Without limiting the foregoing, in the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Parties (whether arising before or after the Effective Time), (i) the Indemnified Parties may retain counsel satisfactory to them and the Surviving Corporation, and the Company or the Surviving Corporation shall pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received and otherwise advance to such Indemnified Parties upon request reimbursement of reasonable documented expenses incurred, in either case to the fullest extent and in the manner permitted by the OBCA; and (ii) the Company or the Surviving Corporation, and the Indemnified Party, will use all reasonable efforts to assist in the vigorous defense of any such matter, provided that neither the Company nor the Surviving Corporation shall be liable for any settlement effected without its prior written consent. Any Indemnified Party wishing to claim indemnification under this Section 6.16, upon learning of any such claim, action, suit, proceeding or investigation, shall notify the Company (or after the Effective Time, the Surviving Corporation) (but the failure to so notify shall not relieve a party from any liability which it may have under this Section 6.16 except to the extent such failure materially prejudices such party). The Indemnified Parties as a group may retain only one law firm to represent them with respect to each such matter unless there is, under applicable standards of professional conduct, a conflict on any significant issue between the positions of any two or more Indemnified Parties. The Company, Buyer and Buyer Subsidiary agree that all rights to indemnification, including provisions relating to advances or expenses incurred in

defense of any action or suit, existing in favor of the Indemnified Parties with respect to matters occurring through the Effective Time, shall survive the Merger and shall continue in full force and effect for a period of not less than three years from the Effective Time; provided, however, that all rights to indemnification in respect of any Indemnified Liabilities asserted or made within such period shall continue until the disposition of such Indemnified Liabilities. This Section 6.16 is for the irrevocable benefit of, and to grant third party rights to, the Indemnified Parties and shall be binding on all successors and assigns of Buyer, Buyer Subsidiary, the Company and the Surviving Corporation. Each of the Indemnified Parties shall be entitled to enforce the covenants contained in this Section 6.16.

## **Section 7 Miscellaneous**

### **7.1 No Brokers, Finders.**

(a) **Company.** The Company has not engaged any agent, broker, finder or investment or commercial banker in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, other than Broadview Int'l LLC, for whose fees and expenses the Company will be solely responsible and whose fees and expenses will not exceed \$600,000 if the Merger is consummated. The Company shall indemnify, defend and hold the Buyer harmless against and in respect of any claim for brokerage fees or other commissions incurred or owing due to any such engagement or alleged engagement, including without limitation, any fees and expenses of counsel incurred by the Buyer in connection with enforcing this Section 7.1(a).

(b) **Buyer.** The Buyer has not engaged any agent, broker, finder or investment or commercial banker in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. The Buyer shall indemnify, defend and hold the Company and its stockholders harmless against and in respect of any claim for brokerage fees or other commissions incurred or owing due to any such engagement or alleged engagement, including without limitation, any fees and expenses of counsel incurred by the Company or its stockholders in connection with enforcing this Section 7.1(b).

**7.2 Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, the Company and the Buyer shall each pay their own fees and expenses incident to the negotiation, preparation, execution, delivery and performance hereof, including, without limitation, the fees and expenses of their respective counsel, accountants and other experts.

**7.3 Complete Agreement; Waiver and Modification; No Third Party Beneficiaries.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties other than the confidentiality letter dated October 19, 1999 between the Buyer and the Company, which shall continue in effect. There are no representations or warranties by any party except those expressly stated or provided for herein, any implied warranties being hereby expressly disclaimed. There are no covenants or conditions except those expressly stated herein. No amendment, supplement or termination of or to this Agreement, and no waiver of any of the provisions hereof, shall be binding on a party unless made in a writing signed by such party. This Agreement may be modified by mutual agreement of the parties as authorized by their respective boards of directors, notwithstanding approval hereof and thereof by the stockholders of the parties. Nothing in this

Agreement shall be construed to give any Person other than the express parties hereto any rights or remedies.

**7.4 Notices.** All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be given by delivery (by mail or otherwise) or transmitted to the address or facsimile number listed below, and will be effective (in all cases) upon receipt. Without limiting the generality of the foregoing, a mail, express, messenger or other receipt signed by any Person at such address shall conclusively evidence delivery to and receipt at such address, and any printout showing successful facsimile transmission of the correct total pages to the correct facsimile number shall conclusively evidence transmission to and receipt at such facsimile number.

(a) If to the Buyer or Subsidiary:

46871 Bayside Parkway  
Fremont, CA 94538  
attention: Sam Chang

facsimile: (510) 413-7793

with copies to:

McCutchen, Doyle, Brown & Enersen, LLP  
3150 Porter Drive  
Palo Alto, CA 94304  
attention: Bartley C. Deamer

(b) If to the Company:

9205 S.W. Gemini Drive  
Beaverton, OR 97008  
attention: Gary P. Arnold

facsimile: (503) 641-3193

with copies to:

Ater Wynne LLP  
222 SW Columbia, Suite 1800  
Portland, OR 97201  
attention: Stephen M. Going

Any party may change its address or facsimile number for purposes of this Section 7.4 by giving the other party written notice of the new address or facsimile number in accordance with this Section 7.4, *provided* it is a normal street address, or normal operating facsimile number, in the continental United States.

**7.5 Law Governing.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of laws, except as to matters mandatorily governed by the OBCA.

**7.6 Headings; References; "Hereof;" Interpretation.** The Section headings in this Agreement are provided for convenience only, and shall not be considered in the interpretation hereof. References herein to Sections, Exhibits or Schedules refer, unless otherwise specified, to the designated Section of or Exhibit or Schedule to this Agreement. Terms such as "*herein*," "*hereto*" and "*hereof*" refer to this Agreement as a whole. This Agreement has been negotiated at arm's length between parties sophisticated and knowledgeable in the matters addressed in this Agreement. Each of the parties has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

**7.7 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and successors of the parties hereto, but no right or liability or obligation arising hereunder may be assigned by any party hereto.

**7.8 Counterparts, Separate Signature Pages.** This Agreement may be executed in any number of counterparts, or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

**7.9 Severability.** In the event any of the provisions of this Agreement shall be declared by a court or arbitrator to be void or unenforceable, then such provision shall be severed from this Agreement without affecting the validity and enforceability of any of the other provisions hereof, and the parties shall negotiate in good faith to replace such unenforceable or void provisions with a similar clause to achieve, to the extent permitted under law, the purpose and intent of the provisions declared void and unenforceable.

## **Section 8 Glossary**

*Acquiring Person* – Section 6.10(i).

*Acquisition Proposal* – Section 6.6(b).

*Acquisition Transaction* – Section 6.6(b).

*Act* – the Securities Act of 1933, as amended.

*Affiliate* – a Person who controls, is controlled by or is under common control with another Person, or who directly or indirectly owns 10% or more of the voting power in such other Person, or of whose voting power such other Person (or a Person holding 10% or more of the voting power in such other Person) owns 10% or more. For purposes of this definition, "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management



and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**Agreement** – this Agreement of Merger, including the Exhibits and Schedules hereto.

**Audited Statements** – Section 2.6(a).

**Beneficial Ownership** – Section 6.6(b).

**Benefit Plans** – Section 2.14(b).

**Business** – introductory paragraphs.

**Buyer** – introductory paragraphs.

**Buyer Subsidiary** – introductory paragraphs.

**Closing** – Section 1.1.

**COBRA** – Section 2.14(f).

**Code** – the Internal Revenue Code of 1986, as amended.

**Company** – introductory paragraphs. In the case of any representation or warranty relating to events or circumstances occurring or existing prior to the merger of Analogy Acquisition Corporation into Symmetry, Inc., the term “Company” also includes Symmetry, Inc.

**Company ERISA Plan** – Section 2.14(d).

**Company Intellectual Property** – Section 2.21(a).

**Company SEC Documents** – Section 2.25.

**Confidential Information** – Section 2.21(g).

**Contract** – any agreement, written or oral, any license or authorization by another Person of a contractual nature or any promissory note or other instrument of a contractual nature, which is intended to be enforceable against the Person in question or against any Property of such Person. Any Person which is, or any of whose Property is, subject to enforcement of a Contract shall, for purposes of this Agreement, be deemed a party to it.

**DARPA** – Section 4.19.

**DARPA Agreement** – the Cooperative Agreement Under 10 U.S.C. 2358 between the United States of America U.S. Air Force, Air Force Materiel Command Rome Laboratory/PKPF and Analogy, Inc. (F30602-96-2-0309), with a term from September 5, 1996 through April 4, 1999.

**Designated Contract** – any of the following:

(a) the lease to the Company referred to in *Schedule 2.11* for 8705 SW Nimbus Avenue, Beaverton, Oregon, and for 9205 S.W. Gemini Drive, Beaverton, Oregon, and

(b) the following agreements:

(i) Tauri OEM Software Agreement between FTL Systems, Inc. and the Company, dated May 21, 1999;

(ii) Source Code License and Binary Code Distribution License Agreement between Phase III Logic, Inc. and the Company, dated June 7, 1991, as amended including Addendum No. 3 effective November 3, 1993;

(iii) Cooperative Agreement under 10 U.S.C. 2358 between the United States of America U.S. Air Force, air Force Materiel Command Rome Laboratory/PKPF and the Company, effective as of September 5, 1996;

(iv) Cross-License and Support Agreement between Cadence Design Systems, Inc. and the Company, dated June 20, 1994;

(v) Connections Partnership Membership Agreement between Cadence Design Systems, Inc. and Symmetry Design Systems, Inc., dated August 1, 1996;

(vi) Mentor Graphics OpenDoor Loan and Support Agreement for OpenDoor Integration, Agreement No. OD-1004-LS-8, between Mentor Graphics Corporation and Analogy, Inc., dated January 12, 1999;

(vii) Joint Marketing Agreement between Viewlogic Systems, Inc. and the Company, dated September 13, 1993;

(viii) Remarketing and Distribution License Agreement between Mathworks, Inc. and the Company, dated January 16, 1994;

(ix) Participation Agreement between Model Technology Incorporated and the Company, dated May 22, 1998;

(x) Open Access Agreement between GEC Marconi Avionics (Holdings) Ltd. and Analogy UK, dated April 1, 1997, as amended March 31, 1999 and June 30, 1999;

(xi) Open Access Agreement between GEC Alsthom ERC and Analogy UK, dated December 19, 1997;

(xii) Open Access Agreement between GEC Alsthom Traction Ltd. and Analogy UK, dated December 19, 1997;

(xiii) Open Access Agreement between GEC Marconi Radar & Defense Systems Ltd., Dynamics Division, and Analogy UK, dated January 1998;

(xiv) Open Access Agreement between GEC Marconi Ltd. (MES) and Analogy UK, dated September 24, 1998 and as renegotiated October 25, 1999;

(xv) Open Access Agreement between Lucas Aerospace and Analogy UK, dated December 19, 1997, as amended March 31, 1999;

(xvi) Open Access Agreement between Peugeot Sport (PSA) and Analogy SARL, dated March 20, 1998; and

(xvii) Distribution Agreement between C-Itoh & Co. and the Company, dated August 16, 1998.

***Disclosable Contract*** – Section 2.15.

***Disclosable Leases*** – Section 2.11.

***EAR*** – the Export Administration Regulations promulgated by the United States Department of Commerce and set forth in parts 730-774, inclusive, of Title 15 of the Code of Federal Regulations.

***ECCN*** – Section 2.30.

***Effective Time*** - Section 1.2.

***Environmental Requirement*** – any Legal Requirement relating to pollution, waste, disposal, industrial hygiene, land use or the protection of human health, safety or welfare, plant life or animal life, natural resources, wetlands, endangered or threatened species or habitat, the environment or property, including without limitation those pertaining to reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Material, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature.

***Equity Interest*** – any common stock, preferred stock, partnership interest, limited liability company interest or ownership interest in any Person, and any right to acquire any of the foregoing, whether by exercise of an option, warrant or other right, by conversion, exchange or subscription or otherwise.

***ERISA*** – the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

***ERISA Affiliate*** – any company which, as of the relevant measuring date under ERISA, is or was a member of a controlled group of corporations or trades or businesses (as defined in Sections 414(b), (c), (m) or (o) of the Code) of which the Company or any Subsidiary or any predecessor of either is or was a member.

**Exchange Act** – Section 6.6(b).

**Exercise Price** – Section 6.10(a).

**Financial Statements** – Section 2.6(a).

**GAAP** – generally accepted accounting principles applied on a consistent basis, as set forth in authoritative pronouncements which are applicable to the circumstances as of the date in question. The requirement that such principles be applied on a “**consistent basis**” means that accounting principles observed in the period in question are comparable in all material respects to those applied in the preceding periods, except as change is permitted or required under or pursuant to such accounting principles.

**Government Audit** – Section 2.18(b).

**Governmental Agency** – any agency, court, department, board, commission, district or other public organ, whether federal, state, local or foreign.

**Group** – Section 6.6(b).

**Hart-Scott** – the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and regulations issued thereunder.

**Hazardous Material** – all or any of the following: (i) any substance the presence of which requires investigation or remediation under any applicable law or regulation; (ii) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as “**hazardous substances,**” “**hazardous materials,**” “**hazardous wastes,**” “**toxic substances,**” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity or “**TCLP toxicity;**” (iii) any petroleum products, explosives or radioactive materials; and (iv) asbestos in any form or electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty parts per million.

**Indemnified Liabilities** – Section 6.16.

**Indemnified Parties** – Section 6.16.

**Intellectual Property** – Section 2.21(a).

**Interim Balance Sheet** – Section 2.6(c).

**Interim Statements** – Section 2.6(a).

**ISO** – Section 2.14(h).

**Last Fiscal Year-End** – Section 2.6(a).

**Legal Requirement** – a statute, regulation, ordinance or similar legal requirement, whether federal, state, local or foreign, or any requirement of a Permit or other authorization issued by a Governmental Agency.

**Lien** – any lien, security interest, mortgage, deed of trust, pledge, hypothecation, capitalized lease or interest or right for security purposes.

**Material Adverse Effect** – a matter will be deemed to have a “Material Adverse Effect” if such matter would have a material adverse effect on the business, condition, assets, liabilities, operations, financial performance or prospects of the Company and its Subsidiaries taken as a whole.

**Merger** – introductory paragraphs.

**OBCA** – Section 2.27.

**Option** – Section 6.10(a).

**Order** – any judgment, injunction, order or similar mandatory direction of, or stipulation or agreement filed with, a Governmental Agency, court, judicial body, arbitrator or arbitral body.

**Option** – Section 6.10(a).

**Other Filings** – Section 6.15.

**Person** – an individual, or a corporation, partnership, limited liability company, trust, association or other entity of any nature, or a Governmental Agency.

**Plan of Merger** – Section 1.2.

**Plan Termination Date** – Section 2.29.

**Programs** – Section 2.21(a).

**Property** – any interest in any real, personal or mixed property, whether tangible or intangible.

**Proxy Statement** – Section 6.6(c).

**Redemption Price** – Section 6.10(i).

**SEC** – the Securities and Exchange Commission.

**Shares** – shares of the Common Stock, no par value, of the Company.

**Spread Value** – Section 6.10(b).

**Stock Purchase Plan** – Section 2.29.

**Stock Right** – any right (including without limitation any option or warrant or subscription right) to acquire any capital stock or any other Stock Right or any instrument convertible into or exchangeable for any capital stock or any other Stock Right.

**Stockholder Approval** – Section 2.3.

**Subsidiary** – any Person which would be included in consolidated financial statements of the Company prepared in accordance with GAAP, and any Person in which the Company holds 50% or more of the voting power or 50% or more of the equity interests, and any former Subsidiary with respect to any of whose obligations the Company or any current Subsidiary is liable. In the case of any representation or warranty relating to events or circumstances in the past, the term “Subsidiary” also includes any Person that at the relevant time was a Subsidiary, irrespective of such Person’s current status as a Subsidiary.

**Superior Proposal** – Section 6.6(e).

**Support Agreements** – Section 2.21(h).

**Takeover Statute** – Section 2.26.

**Tax** – any federal, state, local or foreign tax, assessment, duty, fee and other governmental charge or imposition of any kind, whether measured by properties, assets, wages, payroll, purchases, value added, payments, sales, use, business, capital stock, surplus or income, and any addition, interest, penalty, deficiency imposed with respect to any Tax.

**Third-Party Action** – any consent, waiver, approval, license or other authorization of, or notice to, or filing with, any other Person, whether or not a Governmental Agency, and the expiration of any associated mandatory waiting period.

**Third-Party Intellectual Property** – Section 2.21(a).

**Third-Party Right** – any Lien on any Property of the Person in question, or any right (other than the rights of the Buyer hereunder) (i) to acquire, lease, use, dispose of, vote or exercise any right or power conferred by any Property of such Person, or (ii) restricting the Person’s right to lease, use, dispose of, vote or exercise any right or power conferred by any Property of such Person.

**Third-Party Transaction** – Section 6.6(b)

**Triggering Event** – Section 2.10(a).

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger.

Buyer:

AVANT! CORPORATION

By: Gerald C. Hsu  
Name: *Chairman, President & CEO*

Title: *GERALD C. HSU*  
AC ACQUISITION CORP.

Buyer Subsidiary:

By: Gerald C. Hsu  
Name:

Title:  
ANALOGY, INC.

Company:

By: Gary R. Donald  
Name: *GARY R. DONALD*  
Title: *Chairman, President, CEO*

Exhibits

- A Plan of Merger
- B Opinion of Company's Counsel
- C Form of Noncompetition Agreement
- D Opinion of Buyer's Counsel
- E Registration Rights

Schedules

12/02/99 THU 20:09 [TX/RX NO 7075] 002

12/03/99 FRI 16:59 [TX/RX NO 8794]

**PATENT**  
REEL: 011792 FRAME: 0047

**Exhibit A**

**Plan of Merger**



**Exhibit B**

**Form of Opinion of Company's Counsel**

**Exhibit C**

**Form of Noncompetition Agreement**

## Exhibit C

### PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Avant! Corporation  
46871 Bayside Pkwy.  
Fremont, CA 94538

\_\_\_\_\_, 2000

Gentlemen:

The following confirms an agreement between me and Avant! Corporation, a Delaware corporation (the "**Company**" which term includes the Company's subsidiaries, successors and assigns), which is a material part of the consideration for my employment by the Company:

1. "**Proprietary Information**" is information that was or is developed by, became or becomes known by, or was or is assigned or otherwise conveyed to the Company, and which has commercial value in the Company's business. Proprietary Information includes, without limitation, trade secrets, financial information, product plans, customer lists, marketing plans and strategies, forecasts and other business information, improvements, inventions, formulas, ideas, circuits, mask works, works of authorship, processes, computer programs, algorithms, techniques, schematics, know-how and data. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information of the Company or its customers which may be learned by me during the period of my employment.

2. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

(a) All Proprietary Information and all patents, copyrights, trade secret rights, rights with respect to mask works and other rights (including throughout, without limitation, any extensions, renewals, continuations or divisions of any of the foregoing) in connection therewith shall be the sole property of the Company. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

(b) In the event of the termination of my employment by me or by the Company for any reason, I shall return all documents, records, apparatus, equipment and other physical property, or any reproduction of such property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment, to the Company immediately as and when requested by the Company.

(c) I will promptly disclose to the Company, or any persons designated by it, all **"Inventions"** which includes all improvements, inventions, formulas, ideas, circuits, mask works, techniques, schematics, know-how and data, whether or not patentable, made or conceived or reduced to practice or developed by me either alone or jointly with others, during the term of my employment. To the extent the Company does not have rights therein hereunder, such disclosure shall be received by the Company in confidence and does not extend the assignment made in Section (e) below.

(d) During the term of my Company employment and for a period of one year after the termination of my Company employment, I will not, directly or indirectly, whether through a third party or otherwise, recruit, induce, invite, solicit or otherwise encourage any Company employee to leave the Company for any reason or to devote less than all of any such employee's efforts to the affairs of the Company, provided that the foregoing shall not affect any responsibility I may have as an employee of the Company with respect to the bonafide hiring and firing of Company personnel.

(e) I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached herewith, and to the extent, permitted by law shall be "works made for hire". The Company shall be the sole owner of all patents, copyrights, trade secret rights, rights with respect to mask works and other intellectual property or other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining and enforcing patents, copyrights, trade secret rights, rights with respect to mask works or other rights on such Inventions and/or any other inventions I have or may at any time assign to the Company in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any applications or related filings and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trade secret rights with respect to mask works or other rights thereon with the same legal force and effect as if executed by me.

(f) I attach hereto a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and improvements at the time of signing this Agreement.

(g) I represent that my performance of all the terms of this Agreement will not breach any agreement or obligation to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. My signature below represents that I have not and will not bring with me any proprietary information of other parties including, but not limited to, source code. I understand that Avant! does not require, request or condone unauthorized copying or use of computer software. I understand and accept that illicit or unauthorized copying of software, and the use of such software, whatever the sources, are expressly forbidden by Avant!

3. In consideration of the foregoing, the Company agrees that it will not request as part of my employment that I divulge or make use of confidential information of any of my former employers that has commercial value to the business of the former employer who developed such information.

4. I will not, for a period of twelve (12) months from the date of this Agreement, directly or indirectly manage, operate, control, be employed by, provide services for or be connected in any manner with, whether as a consultant, contractor, advisor, principal, partner, stockholder, officer, employee or agent, or in any relationship or capacity, any business or entity that is in the business of providing solutions to very deep-submicron integrated circuit design in competition with the products or services being created, developed, manufactured, marketed, distributed, hosted or sold by the Company, unless this Agreement be amended, modified, or superseded by written instrument executed by both parties. The provisions of this Section 4 are in addition to, and not in replacement of, any conditions set forth in any employment agreement entered into between me and the Company.

5. This Agreement shall be effective as of the first day of my employment by the Company, and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

**EXHIBIT A**

Avant! Corporation  
46871 Bayside Pkwy.  
Fremont, CA 94538

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Avant! Corporation (the "*Company*") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

\_\_\_\_\_ No inventions or improvements.

\_\_\_\_\_ See below:

\_\_\_\_\_ Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer:

\_\_\_\_\_ No materials or documents.

\_\_\_\_\_ See below.

\_\_\_\_\_  
Employee

**Exhibit D**

**Form of Opinion of Buyer's Counsel**

**Exhibit E**

**Registration Rights**



## EXHIBIT E

### REGISTRATION RIGHTS

The following registration rights terms are those referenced by Section 6.10(j) of the Agreement of Merger dated December 2, 1999 (the "*Merger Agreement*") between Avant! Corporation, a Delaware corporation (the "*Buyer*"), AC Acquisition Corp., an Oregon corporation and wholly owned subsidiary of the Buyer, and Analogy, Inc., an Oregon corporation (the "*Company*"). All terms used herein but not defined shall have the meanings ascribed to them in the Merger Agreement.

1. **Amendment.** These terms and the rights and obligations included herein may hereafter be amended by the written consent of the Company and the Buyer.

2. **Registration Rights.** The Company covenants and agrees as follows:

2.1 **Definitions.** As used herein, the following terms shall have the following respective meanings:

(a) "*Securities Act*" shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the SEC thereunder, all as the same may be in effect at that time;

(b) The terms "*Register*", "*Registered*" and "*Registration*" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act and the declaration or ordering of effectiveness of such registration statement or document;

(c) "*Registrable Securities*" shall mean (i) any and all Common Stock of the Company issuable or issued upon exercise of the Option and (ii) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such Common Stock of the Company, excluding in all cases, however, any (x) Registrable Securities sold by a person in a transaction in which his rights under this Section 2 are not assigned and (y) shares that have been sold through a broker, dealer or underwriter in a public distribution or a public securities transaction, whether in a registered offering, pursuant to Rule 144 or otherwise. In addition, shares shall cease to be Registrable Securities hereunder at such time as all Registrable Securities held by a Holder can be sold in any three-month period without registration in compliance with Rule 144 of the Securities Act, including Rule 144(k);

(d) "*Holder*" shall mean any person who holds outstanding Registrable Securities which have not been sold to the public, but only if such person is the Buyer or an assignee or transferee thereof in accordance with Section 2.11 hereof;

(e) **"Registration Expenses"** shall mean all expenses incurred by the Company in complying with Sections 2.2 and 2.3 hereof, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company);

(f) **"Selling Expenses"** shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the securities registered by any Holder and all fees and disbursements of counsel for any Holder; and

(g) **"Form S-3"** means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

## 2.2 Request for Registration.

(a) If the Company shall receive at any time before the sixth (6th) anniversary of the date of the Merger Agreement a written request from a Holder that the Company file a registration statement under the Securities Act covering Registrable Securities with an anticipated aggregate offering price, net of underwriting discounts and commissions, of at least \$1,000,000, then the Company shall, within ten (10) days of the receipt thereof, give written notice of such request to all Holders and shall, as soon as practicable and subject to the limitations of Section 2.2(b), use its best efforts to effect the registration under the Securities Act of all Registrable Securities which the Holders request to be registered as soon as practicable.

(b) If the Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 and the Company shall include such information in the written notice referred to in Section 2.2(a). In such event, the right of any Holder to include his Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Holders and the Company) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.4(e)) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Holders and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2.2, if the underwriter advises the Holders and the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, then the number of shares of Registrable Securities that may be included in the underwriting shall be allocated among all Holders thereof in proportion (as nearly as practicable) to the amount of Registrable Securities of the Company owned by each Holder.

(c) The Company is obligated to effect only two (2) such registrations pursuant to this Section 2.2. The term "effect" in the previous sentence shall mean that, in addition to the

obligations set forth in Section 2.4, the applicable registration statement shall have been declared effective by the SEC.

(d) Notwithstanding the foregoing, if the Company shall furnish to the Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement, the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request for registration of the Holder; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period.

(e) The Company shall not be required to effect a Registration Statement requested pursuant to this Section 2.2 during the period starting forty-five (45) days prior to the Company's good faith estimated date of filing of, and ending on the date ninety (90) days following the effective date of, a Registration Statement initiated by the Company provided the Company is at all times diligently pursuing such registration at all times during such period.

**2.3 Company Registration.** If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for shareholders other than the Holders) any of its stock or other securities under the Securities Act in connection with the public offering of such securities solely for cash (other than a registration relating solely to the sale of securities to employees of the Company pursuant to a stock option, stock purchase or similar plan, or a registration relating to a Rule 145 transaction or a registration on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities) the Company shall, each such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after the giving of such notice, the Company shall, subject to the provisions of Section 2.7, cause to be registered under the Securities Act all of the Registrable Securities that each such Holder has requested to be registered.

**2.4 Obligations of the Company.** Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously and as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to one hundred twenty (120) days.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other

documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdiction.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

**2.5 Furnish Information.** It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities.

**2.6 Expenses of Registration.** All Registration Expenses incurred in connection with any registration, filing, qualification or compliance pursuant to this Section 2 shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 2.2 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one demand registration pursuant to Section 2.2; provided further, however that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 2.2. Unless otherwise stated, all Selling Expenses relating to securities registered by the Holders shall be borne by the holders of such securities pro rata on the basis of the number of shares so registered.

**2.7 Underwriting Requirements.** In connection with any offering involving an underwriting of shares, the Company shall not be required under Section 2.3 to include any of the Holders' Registrable Securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by it, and then only in such quantity as will not, in the opinion of the underwriters, jeopardize the success of the offering by the Company or the Company's shareholders demanding such registration. If the total amount of Registrable Securities that all selling Holders of the Company request to be included in such offering exceeds (when combined with the securities being offered by the Company or its shareholders demanding such registration) the amount of securities that the underwriters reasonably believe compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such Registrable Securities which the underwriters believe will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling Holders according to the total amount of Registrable Securities owned by each selling

Holder or in such other proportions as shall mutually be agreed to by such selling Holders), but in no event shall the amount of securities of the selling Holders included in an offering by the Company of its shares be reduced below twenty percent (20%) of the total amount of securities included in such offering.

**2.8 Delay of Registration.** No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

**2.9 Indemnification.** In the event any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the officers and directors of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law; and the Company will reimburse each such Holder, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action, provided, however, that the indemnity agreement contained in this Section 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter or controlling person. The foregoing indemnity agreement of the Company is subject to the condition that, insofar as it relates to any Violation made in a preliminary prospectus but eliminated or remedied in the amended prospectus on file with the SEC at the time the registration statement in question becomes effective or the amended prospectus filed with the SEC pursuant to SEC Rule 424(b) (the "**Final Prospectus**"), such indemnity agreement shall not inure to the benefit of any person if a copy of the Final Prospectus was furnished to the indemnified party and was not furnished to the person asserting the loss, liability, claim or damage at or prior to the time such action is required by the Act.

(b) To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter (within the meaning of the Securities Act) for the Company or such other Holders,

any person who controls such underwriter, and any other Holder selling securities in such registration statement or any of its directors or officers or any person who controls such Holder, against any losses, claims, damages, or liabilities (joint or several) to which the Company or any such director, officer, controlling person, or underwriter or controlling person, or other such Holder or director, officer or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state law insofar as such losses, claims damages, or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration, and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or controlling person, other Holder, officer, director, or controlling person in connection with investigating or defending any such loss, claim damage, liability, or action, provided, however, that the indemnity agreement contained in this Section 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld, and, provided further that in no event shall any selling Holder's liability hereunder exceed the gross proceeds actually received by such Holder in respect of the sale of such Holder's shares in such offering.

(c) Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, notify the indemnifying party in writing of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to notify an indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.9, but the omission so to notify the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

**2.10 Reports Under Exchange Act.** With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

- (a) make and keep public information available as those terms are understood and defined in SEC Rule 144, at all times that Registrable Securities remain outstanding;
- (b) take such action as is necessary to enable the Holders to utilize Form S-3 for the sale of their Registrable Securities;

(c) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(d) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request: (i) a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

**2.11 Assignment of Registration Rights.** The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by a Holder to a transferee or assignee, provided the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; and provided, further, that such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Securities Act.

**2.12 Limitations on Subsequent Registration Rights.** From and after the date of the Merger Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such holder or prospective holder: (a) to include such securities in any registration filed under Section 2.2 hereof, unless under the terms of such agreement such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of his securities will not reduce the amount of the Registrable Securities of the Holders which is included; or (b) to make a demand registration which could result in such registration statement being declared effective prior to the earlier of the date set forth in Section 2.2(a) or within one hundred twenty (120) days of the effective date of any registration effected pursuant to Section 2.2.

AMENDMENT NO. 1  
TO  
AGREEMENT OF MERGER

This Amendment No. 1 to Agreement of Merger (this "*Amendment No. 1*") is made as of March 15, 2000 by and among **Avant! Corporation**, a Delaware corporation (the "*Buyer*"), **AC Acquisition Corp.**, an Oregon corporation ("*Buyer Subsidiary*") and **Analogy, Inc.**, an Oregon corporation (the "*Company*").

WHEREAS, the Buyer, Buyer Subsidiary and the Company are parties to the Agreement of Merger dated as of December 2, 1999 (the "Merger Agreement"); and

WHEREAS, the Buyer, Buyer Subsidiary and the Company desire to amend the Merger Agreement in the manner contemplated hereby;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

**DEFINITIONS; ETC.**

1.1 **Definitions.** Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

1.2 **Effect on the Merger Agreement.** Except as expressly provided in this Amendment No. 1, all of the terms, conditions, restrictions and other provisions contained in the Merger Agreement shall remain in full force and effect. All references to the "Agreement" herein and in the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment No. 1.

ARTICLE II

**AMENDMENTS**

2.1 **Amendment of Section 4.16.** Section 4.16 of the Merger Agreement is hereby amended in its entirety to read as follows:

**"4.16 Cancellation of Company 401(k) Plan.** The Company shall have taken all required actions, if any, in order to cancel its 401(k) Plan effective as of a time mutually agreeable between the Company and the Buyer. The Company has provided the Buyer with a copy of the most recent determination letter issued by the Internal Revenue Service with regard to the Plan. The parties acknowledge and agree that the Company will cancel its 401(k) Plan as soon as practicable after the Closing and pay any matching funds due to the accounts of the 401(k) Plan participants (in accordance with the amounts accrued in the Financial Statements) at that time. The Company's 401(k) Plan shall remain in effect to the extent necessary to permit the rollover of all funds held by the Plan's participants."



## ARTICLE III

### CERTAIN REPRESENTATIONS

3.1 Each party hereto hereby represents and warrants to each other party that (i) it has full power and authority to execute and deliver this instrument and to consummate the transactions contemplated hereby and (ii) this instrument has been duly executed and delivered by such party and, assuming this instrument constitutes a valid and binding obligation of each other party, this instrument constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

## ARTICLE IV

### GENERAL PROVISIONS

4.1 Interpretation. The headings contained in this Amendment No. 1 are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment No. 1.

4.2 Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment No. 1 and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a signed counterpart by facsimile transmission will constitute a party's due execution and delivery of this Amendment No. 1.

[END OF TEXT. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment No. 1 to Merger Agreement to be executed as of the date first written above.

BUYER:

AVANTI CORPORATION

x By: G. C. [Signature]  
Name:  
Title:

BUYER SUBSIDIARY:

AC ACQUISITION CORP.

x By: [Signature]  
Name:  
Title:

COMPANY:

ANALOGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

**[Signature Page to Amendment No. 1 to Merger Agreement]**

**IN WITNESS WHEREOF**, each of the undersigned has caused this Amendment No. 1 to Merger Agreement to be executed as of the date first written above.

**BUYER:**

AVANT! CORPORATION

By: \_\_\_\_\_

Name:

Title:

**BUYER SUBSIDIARY:**

AC ACQUISITION CORP.

By: \_\_\_\_\_

Name:

Title:

**COMPANY:**

ANALOGY, INC.

By:  \_\_\_\_\_

Name:

Title:

## **Schedule 2.21(a). Intellectual Property.**

Models developed pursuant to contract modeling arrangements are retained by the contracting party. Models have also been provided to the Company by universities and certain customers. These outside parties also retain use rights. In each of these cases, the Company has complete and unlimited rights to commercially distribute such models.

### Symmetry's Intellectual Property:

- One registered trademark: MODPEX
- software source code associated with the Company's MODPEX software product, SymSpice, TFT models, and products under development
- software source code for the model library known as SymLib

With respect to the subset of Intangible Property that is the core technology of Symmetry, namely its proprietary modeling process, all of the model library known as SymLib, the source code for the TFT models included within SymSpice source code and the source code for the modeling software known as MODPEX (collectively, the "Symmetry Technology"), Symmetry is the sole and exclusive owner of all right, title and interest in and to the Symmetry Technology, free and clear of all liens, security interests, charges, encumbrances, or other adverse claims.

ANALOGY, INC. PATENT STATUS  
(Updated October 27, 1999)

A. ANALOGY HOLDS THE FOLLOWING PATENTS:

- I U.S. Patent No. 4,868,770, dated September 19, 1989 and Canadian Patent No. 1 323930. Simulation Results Enhancement Method and System. (Parameter Extraction) A method and system for extracting information from a simulation that was not explicitly obtained during simulation from a simulation results database and a modeling subsystem (,such as a HDL).
2. U.S. Patent No. 4,985,860, dated January 15, 1991 and Canadian Patent No. 13 19989 dated July 6, 1993. Mixed-Mode Simulator Interface. (Calaveras ® Algorithm). A system used to synchronize analog and digital simulation algorithms at non-regular intervals to perform simulation of a single, mixed-mode system.
3. U.S. Patent No. 5,046,024, dated September 3, 1991. Vector Calculator Apparatus for Graphic Waveform Manipulation. (Waveform Calculator) A system that simulates the appearance and operation of a calculator providing a user interface to graphic waveform data base software.
4. U.S. Patent No. 5,199,103, dated March 30, 1993. Vector- Calculator Apparatus for- Graphic Waveform Manipulation. (Waveform Calculator II) These claims were separated, amended, and filed on April 23, 1991 as a continuation application of the original Vector Calculator Apparatus for Graphic Waveform Manipulation. These claims were ultimately allowed. The claims allow the waveform calculator to work without requiring the graphical display.
5. U.S. Patent No. 5,404,319, dated April 4, 1995. Translation of Behavioral Modeling Properties into an Analog Hardware Description Language. This technology is the basis of Analogy's graphical modeling and analog model synthesis products.
6. U.S. Patent No. 5,404,319, dated August 20, 1996. Analysis Mechanism for the System Performance Simulator. This technology covers aspects of Design for Reliability (DFR) tools such as stress, sensitivity, FMEA, and others.

B. PENDING ANALOGY PATENT APPLICATIONS/MATTERS:

1. An application entitled Component-Based Analog and Mixed Signal Model Development was filed in February, 1996. This comprises much of the base Model Architect technology developed under the NIST/ATP grant by the Software Productivity R&D group. This patent has been split into the following:  
  
1467-2 U.S. Case - A Notice of allowance is expected following the last-filed Amendment 1467-5 U.S. Divisional - Prior to issuance of the -2 case, divisional 5 has been filed. 1467-7/8 U.S. Additional Cases - Prior to issuance of the -2 case, file continuance applications may be filed entitled: (a) Component-Based Analog and Mixed Signal Simulation Model With Mixed Signal Finite State Machine; and (b) Component-Based Analog and Mixed-Signal Simulation-Model Experiment Editor. The 1467-2 patent should issue in 1999. Based on a reduced set of claims, an EPO application has been filed designating at UK, France and Germany.
2. 1467-13/14/15 Provisional patent applications regarding aspects of the Verias™ Simulator were filed on June 18, 1999. The provisionals are entitled: (1) Integral Simulation Time For Mixed-Signal Simulation; (2) Dynamic Association of Equations to Unknowns During Simulation of Systems Described by Hardware Description Languages; and (3) Classification of the Unknowns in a System of Simultaneous Equations Described by a Hardware Description Language.

*CONFIDENTIAL AND PROPRIETARY TO ANALOGY, INC.*

SCHEDULE 2.21(b)

TRADEMARK	JURISDICTION
AHDL®	Germany
AHDL®	UK
ANALOGY®	U.S.
ANALOGY®	Japan
ANALOGY® and Device	UK
ANALOGY®	France
ANALOGY® and Design	Germany
ANALOGY®	East Germany
ANALOGY®	Singapore
ANALOGY®	Sweden
ANALOGY HDL®	U.S.
ANALOGY HDL®	Germany
ANALOGY HDL®	Japan
ANALOGY HDL®	UK
CALAVERAS®	Japan
CALAVERAS®	U.S.
DESIGNSTAR®	U.S.
FRAMEWAY®	France
FRAMEWAY®	Germany
FRAMEWAY®	UK
FRAMEWAY®	U.S.
HYPERMODEL®	US
HYPERMODEL®	UK
HYPERMODEL®	Germany
HYPERMODEL®	East Germany
INSPECS®	U.S.
INSPECS®	France
INSPECS®	Germany
INSPECS®	UK
MAST®	US
POWEREXPRESS®	France
POWEREXPRESS®	Germany
POWEREXPRESS®	U.S.
POWEREXPRESS®	UK
RISING STAR®	U.S.
SABER® *	Worldwide license
WAVECALC®	France
WAVECALC®	Germany
WAVECALC®	UK
WAVECALC®	U.S.

\*SABER is licensed to Analogy, Inc. By American Airlines pursuant to a negotiated license agreement.

PENDING TRADEMARKS	
TESTIFY™	EU Community TM
MODELARCHITECT™	EU Community TM
MICROMODEL™	EU Community TM
CUT THE RISK GET IT RIGHT MAKE IT REAL™	U.S.
HYDRAULICEXPRESS™	U.S.
FASTMAST™	U.S.
MODELARCHITECT™	U.S.
MODELEXPRESS™	U.S.
MICROMODEL™	U.S.
TELECOMEXPRESS™	U.S.
TESTIFY™	U.S.
THEDHL™	U.S.
VARIASV™	U.S.

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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Saber Tutorial Manual, User's Guide & Reference Manual

Beta Version	Reg. No. TX 2,293,702	3/21/88
Release 1.1	Reg. No. TX 2,326,664	4/21/88

Saber Tutorial Manual, User's Guide, Reference Manual, MAST User's Guide & Analogy Library

Release 2.0	Reg. No. TX 2,293,706	3/21/88
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Saber Tutorial Manual, User's Guide & Analogy Library

Release 2.0	Reg. No. TX 2,394,720	6/14/88
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Saber Tutorial Manual, Guide to Writing Templates, Template Library Manual, Installation and System-specific Information

Release 2.1	Reg. No. TX 2,451,079	7/27/88
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Saber Tutorial Manuals, Vols. R1, R2, R3, U1, U2, C1

Release 3.0	Reg. No. TX 3,002,185	2/12/91
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SABER

Release 3.0	Reg. No. TX 3,021,944	2/11/91
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

SABER  
Release 3.4 and newer versions of the software.



**ANALOGY:**

**VALUE-ADDED RESELLERS:**

Analogy Value-Added Reseller (VAR) Agreement; 6/15/97; Analogy, Inc. and Exco, Inc.

Analogy Sales Representation Agreement; 3/1/96;  
Analogy, Inc. and Comtel Corporation DBA Comtel EDA Co.

Analogy, Inc. VAR/OEM Agreement; 4/1/98  
Analogy, Inc. and Microcasm Technologies, Inc.

**DISTRIBUTORS:**

**INDIA**

Analogy, Inc. Distributor Agreement; 10/1/94  
Analogy, Inc. and CMR Design Automation (P) Ltd.

**ISRAEL**

Analogy UK Ltd. Sales Representation Agreement; 6/1/97  
Analogy UK Ltd. And IES Electronic Agencies (1986) Ltd.

**ITALY**

Distributor Agreement; Eff. Date unknown - approx. 12/92  
Analogy UK Ltd. And ACSIS S.R.L.

**JAPAN**

Analogy, Inc. International Product Distribution and Software License Agreement; 7/11/88; Analogy, Inc. and C ITOH & Co. LTD.

**KOREA**

Analogy, Inc. Distributor Agreement; 9/25/96;  
Analogy, Inc. and JasonTech, Inc.

**NETHERLANDS**

Analogy UK Ltd. Sales Representation Agreement; 6/23/95;  
Analogy UK Ltd. And The CAE Company (TCC)

60488/4/TVW/052859-0047

PEOPLES REPUBLIC OF CHINA

Analogy, Inc. Distributor Agreement; 7/1/98

Analogy, Inc. and Beijing Goldprize Technology co. Ltd.

Analogy, Inc. Distributor Agreement; 10/1/98;

Analogy, Inc. and HWA Create (China) Co, Ltd.

Analogy, Inc. Distributor Agreement; 11/1/98;

Analogy, Inc. and Synthesis Systems Design Ltd.

Analogy, Inc. Distributor Agreement; 6/17/99;

Analogy, Inc. and Beijing WangTong Hi-Tech Corp.

SINGAPORE

Analogy, Inc. Distributor Agreement; 8/1/99;

Analogy, Inc. and SPS-DA Private Limited

SPAIN

Analogy France SARL Sales Representative Agreement; 5/1/96;

Analogy France SARL and CVA 2000 S.L.

TAIWAN

\*Analogy, Inc. Distributor Agreement; 9/1/99;

Analogy, Inc. and Cache Technology Inc.

\*This is a newly-signed agreement that is provided  
in hard copy attached to this schedule 2.21(c)(i)

Analogy UK Ltd. Distributor Agreement; 3/18/94;

Analogy, Inc. and Dimension Computer Technology Co, Ltd.

Analogy, Inc. Distributor Agreement; 9/1/97;

Analogy, Inc. and TimeWave International Corp.

**SYMMETRY:**

Remarketing and Distribution License Agreement; 9/1/97;  
Symmetry Design Systems, Inc. and Interactive Image Technologies, Inc. (IIT)

Symmetry Design Systems, Inc. Manufacturer's Representative Agreement;  
6/1/99;

Symmetry Design Systems, Inc. and Interface Technology

60488/4/TVW/052859-0047

**JAPAN**

**Software Distribution Agreement; 11/1/92;**

**Symmetry Design Systems, Inc. and Kanematsu Electronic Ltd. (Distributor) and  
Kanematsu USA Inc. (Exporter)**

**Symmetry Design Systems, Inc. Product Distribution Agreement; 12/1/94;**

**Symmetry Design Systems, Inc. and QuadTool Marketing, Inc.**

**Veribest Incorporated Joint Reference-Selling Agreement; 1/12/98;**

**Symmetry Design Systems, Inc. and VERIBEST, Inc.**

**CHINA and HONG KONG**

**Analogy, Inc. Distributor Agreement; 6/99;**

**Analogy, Inc. and Beijing WangTong Hi-Tech Corp.**

60488/4/TVW/052859-0047

**Schedule 2.21(c)(ii).**

Source Code License and Binary Code Distribution License Agreement between Phase III Logic, Inc. and Analog, Inc., dated June 7, 1991, as amended including Addendum No. 3 effective November 3, 1993.

Tauri OEM Software Agreement between FTL Systems, Inc. and Analog, Inc., dated May 21, 1999.

Remarketing and Distribution License Agreement between Mathworks, Inc. and Analog, Inc., dated January 16, 1994.

**"Freeware:"**

Alfalfa Software Inc.	Message Catalog System
Baker & Newton	EDIF lib
Cornell University	Tel-DP
Free Software Foundation	CVS
Free Software Foundation	EMACS
Free Software Foundation	Glib
Free Software Foundation	Gtar
Free Software Foundation	Perl
Hobbs	TK table
Lehenbauer & Deikhans	Tel X
Lucent Technologies	Anchor/Tel
Lucent Technologies	Iwidgets
Nijtmans et al	IMG lib
University of California, et al.	Tel TK
University of California	flex
University of California	yacc

**"Commercially Available" software**

Microquill Software Publishing	Smartheap
Rogue Wave Software	LA pack
Globetrotter Software, Inc.	Flexlm
Installshield Software Corporation	Installshield

Master License Agreement between the Company and Texas Instruments Incorporated, effective May 7, 1996 (the "TI Agreement").

60488/4/TVW/052859-0047

2.21(f)—

Non-development personnel:

Giles Lewis—UK Probationary AE

Fredrick Johansson—Sweden AE

**Schedule 2.21(g)(i).**

None.

60488/4/TVW/052859-0047

**PATENT**  
**REEL: 011792 FRAME: 0078**

**Schedule 2.21(g)(ii).**

Standard Confidential Information Nondisclosure Agreement-see attached.

Standard Confidential Information Exchange Agreement-see attached.

60488/4/TVW/052859-0047

**PATENT**  
**REEL: 011792 FRAME: 0079**



# Confidential Information Nondisclosure Agreement

Agreement between:  
ANALOGY, INC. (ANALOGY) AND  
9205 S.W. GEMINI DRIVE  
BEAVERTON, OREGON 97008

Effective Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(RECEIVER)

Subject Matter: \_\_\_\_\_  
Permitted Use: \_\_\_\_\_

Receiver may receive certain data and other information of a confidential or proprietary nature from Analogy related to the Subject Matter. Analogy considers this information confidential but is willing to provide such information on a confidential basis under the following terms and conditions:

1. Definition. "Confidential Information" means any unpublished information owned or controlled by Analogy relating to technical, manufacturing, marketing, sales, or financial operations of Analogy and that is not generally disclosed by Analogy to the public, including, without limitation, proprietary processes and designs, trade secrets, know-how, inventions (whether or not patentable), concepts, drawings and data, research methods and results, proprietary software, product specifications, business, marketing and future product plans, pricing, cost and profit information, customer lists, supplier identities, whether disclosed orally, in writing, or by inspection.

2. Nondisclosure and Use. Receiver agrees: (a) to use Confidential Information only for the Permitted Use, (b) to retain in confidence all such Confidential Information, and (c) not to disclose any such Confidential Information to anyone, except employees of Receiver who are authorized to receive Confidential Information. Receiver shall, upon request by Analogy, provide Analogy with a list of all persons who have had access to Confidential Information from Receiver.

3. Limitations. The protection provided in this Agreement shall not apply to any portion of Confidential Information that: (a) is rightfully received by the receiving party from a third party who has a right to disclose such information; (b) is independently developed by the receiving party without use of the confidential information disclosed hereunder; (c) is or becomes publicly available through no wrongful act of the receiving party; (d) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or (e) is approved for release in writing by an authorized representative of the disclosing party.

4. Term. The obligations of Receiver under this Agreement shall continue for five (5) years after initial disclosure to Receiver.

5. Return of Confidential Information. Upon request by Analogy or on completion of the business dealings relating to the Confidential Information, Receiver shall promptly return to Analogy, or if requested by Analogy destroy all copies of the Confidential Information and provide written confirmation of this by an officer of Receiver.

6. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

7. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes any previous or contemporaneous understandings or agreements, oral or written, as to the subject matter of this agreement.

ANALOGY, INC:  
BY: \_\_\_\_\_  
(Authorized Representative)  
NAME: \_\_\_\_\_  
(Type or Print)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
RECEIVER:  
BY: \_\_\_\_\_  
(Authorized Representative)  
NAME: \_\_\_\_\_  
(Type or Print)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_





# Confidential Information Exchange Agreement

Agreement between:

ANALOGY, INC. (ANALOGY)  
9205 S.W. GEMINI DRIVE  
BEAVERTON, OREGON 97008

AND

Effective Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(COMPANY)

Analogy Subject Matter: \_\_\_\_\_

Permitted Use: \_\_\_\_\_

Company Subject Matter: \_\_\_\_\_

Permitted Use: \_\_\_\_\_

Company and Analogy enter into this Agreement to establish a confidential relationship and to exchange confidential information which shall be protected by the receiving party from a disclosure or use that is not authorized by the disclosing party in writing.

Both parties, for their mutual benefit, are desirous that Company shall disclose to Analogy information that is related to the Company Subject Matter; that Analogy shall disclose to Company information that is related to the Analogy Subject Matter; and that such information shall be used only for the relevant Permitted Use.

The parties agree as follows:

1. Information that is disclosed by Analogy to Company or by Company to Analogy shall be disclosed free from any restrictions on its subsequent disclosure or use, unless such information is disclosed in confidence as confidential information or is the subject of patent or copyright protection.

2. Information shall be Confidential Information if it is disclosed in tangible form and marked as being "Confidential," "Proprietary," or by any other appropriate legend clearly indicating the confidential nature of the information. Information, if first disclosed in oral, visual or other intangible form, shall be Confidential Information if (a) it is identified by the disclosing party at the time of disclosure as being disclosed in confidence, and (b) it is reduced to tangible form and marked in accordance with this Section 2 and delivered to the receiving party within 30 days after the date of first disclosure.

3. Confidential Information shall not be disclosed by the receiving party to others, except to employees of the receiving party having a need-to-know in order to carry out the purpose of this Agreement. Both parties represent that they protect their own confidential information from unauthorized use or disclosure, and further that they have agreements with their employees to so protect their own confidential information and the confidential information of others. The receiving party shall protect Confidential Information received from

disclosing party with reasonable care that is at least the same degree of care that it regularly employs to safeguard its own confidential information from an unauthorized use or disclosure.

4. The obligations of each party with respect to all Confidential Information received under this Agreement shall survive termination set forth in Section 14 and shall remain in effect for a period of five (5) years from the date of first receipt of such Confidential Information. The expiration of the above five (5) years shall not affect any rights of the parties with respect to patents, trademarks or copyrights.

5. The protection provided in this Agreement shall not apply to any portion of Confidential Information that: (a) is rightfully received by the receiving party from a third party who has a right to disclose such information; (b) is independently developed by the receiving party without use of the confidential information disclosed hereunder; (c) is or becomes publicly available through no wrongful act of the receiving party; (d) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or (e) is approved for release in writing by an authorized representative of the disclosing party.

6. This Agreement shall not restrict the right of either party to disclose Confidential Information pursuant to a judicial order, but only to the extent so ordered, provided, however, that the party receiving such order shall notify the other party of such order in sufficient time to permit such other party to intervene in response to such order, and provided that the confidential or proprietary markings remain on the information disclosed.

7. Both parties understand that the other party may have already developed or received from third parties information or material similar to that received from the other party hereunder, or in the future may internally develop or receive from third parties information or material similar to that received from the other party hereunder. Accordingly, provided Confidential Information of the other party is not used in violation of this

Agreement, this Agreement shall not be construed as a representation or inference that either party has not or will not develop information, material, technology or products, for itself or for others, that is similar to material or information disclosed by the other party hereunder or that competes with products of the other party.

8. Except by explicit licensing agreements, no license to either party under patents, trademarks or copyrights is granted or implied by the disclosure of Confidential Information; however, a maximum of two copies of Confidential Information may be made by the receiving party without the written permission of the disclosing party.

9. All Confidential Information and copies thereof shall remain the property of the disclosing party. All Confidential Information shall be destroyed or returned if requested by the disclosing party. Upon breach of any of the obligations of Section 3 by the receiving party and upon demand by the disclosing party, Confidential Information, and all copies thereof, shall be returned to the disclosing party within thirty days of such demand. Alternatively, Confidential Information, and all copies thereof, may be destroyed by the receiving party. Such destruction shall be proved by an affidavit signed by an officer to that effect, submitted to the disclosing party within thirty days of such destruction. However, the receiving party may retain in the files of its legal counsel, for archival purposes only, one copy of the Confidential Information. The rights and obligations of both parties under this Agreement with respect to such

returned or destroyed confidential information shall be determined by Section 4.

10. If one party breaches this Agreement, the failure of the other party to enforce any right under this Agreement shall not be deemed a waiver of any right hereunder. The rights and remedies of the parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law; additionally, the invalidity in whole or in part of any condition of this Agreement shall not affect the validity of any other condition hereof.

11. This Agreement is deemed to be made under and shall be construed in accordance with the laws of the State of Oregon, exclusive of the conflict of laws provisions thereof, and constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement.

12. This Agreement supersedes all previous understandings between the parties with respect to the subject matter of this Agreement.

13. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. With the exception of the obligations set forth in Section 4, this Agreement shall terminate one year from the Effective Date, except that either party, upon thirty days written notice to the other party, may terminate this Agreement with respect to disclosures made thereafter.

ANALOGY, INC:

BY: \_\_\_\_\_  
(Authorized Representative)

NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY:

BY: \_\_\_\_\_  
(Authorized Representative)

NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

2.21(g)(iii)—

1. Chrysler Corporation (Eff. Date 10/18/94)  
Chrysler Letter of Ethics Agreement  
Signed under protest that the letter was insufficient and only a general overview of products was recommended for disclosure.
2. General Motors Tech Center (May 15, 1997)  
Drafted for obligations of Analogy employee to not disclose confidential information of Chrysler obtained from being on-site and developing software to test GM models. No term on protection of confidential information.
3. Hitachi America, Ltd. (Eff. Date 3/1/99)  
Hitachi Nondisclosure and Ownership Agreement.  
Period of protection of Confidential Information is until info falls into one of the exceptions from the obligation to protect as confidential.
4. IBM Corporation (Eff. Date May 7, 1992)  
Amendment to SLA very narrowly defines what will comprise confidential information and what may be done with it. Allows exception for retained memory.
5. Intel Corporation (Eff. Date 6/17/99)  
Intel Confidential Information Transmittal Record & Agreement  
Disclosing party agrees not to assert claims against receiving party regarding confidential information for 60 months (5 years).
6. Microchip Technology Incorporated (Eff. Date 8/13/99)  
Confidentiality Agreement. Period to protect confidential information is until 8/13/2002.
7. Model Technology Incorporated (Eff. Date 12/16/97)  
Confidential Disclosure Agreement – two year term.  
Unusual clause – Analogy must provide MTI with notice one year before Analogy announces a stand-alone digital VHDL and or Verilog product.
8. Motorola Corporation Austin (Eff. Date 11/5/93)  
Nondisclosure Agreement regarding Motorola's MOS process technologies known as SSIM and collaboration on an interface with Saber. Analogy shall provide on-going assistance to Motorola on an as-needed basis to ensure the continued operation of the Motorola MOS SSIM model in Saber as long as Saber is a major design tool used within Motorola.
9. Motorola, Inc. (Eff. Date 3/28/95)

**Design Rule Exchange Agreement**

**Subject matter: Motorola's SMARTMOS 2.5 Design Rules and related SPICE models. Period of protection is five years but the agreement is evergreen.**

10. **National Semiconductor Corporation (Eff. Date 3/25/92)  
National Semiconductor Nondisclosure Agreement  
Obligation of protection of confidential information expires in ten years (3/25/2002). Subject: IMOB33 MOSFET model equations and all associated code and documentation**
  
11. **Raytheon Systems Company (Eff. Date 2/24/98)  
Proprietary Information Disclosure Agreement for TPS Developers  
Agreement terminates upon either the completion of the termination of the TPS Developer Program. Subject: Test program sets for depot level testing of B-2 Radar Hardware. No term of protection of confidential information – perpetual?**
  
12. **Sun Microsystems, Inc. (Eff. Date 9/15/97)  
Confidential Disclosure Agreement – Disclosures to Sun  
Sun obligation to protect Analogy confidential information is seven years from date of disclosure.**

**Schedule 2.21(h).**

See WorldwideMaintenanceReport1-see attached.

**Also included:**

- Ford (on-site AE)
- Delco (on-site AE)
- EDS Software License Agreement
- Intel Software License Agreement
- Rockwell Collins Volume Purchase Agreement
- Open Access Agreements (Schedule 2.15)

Long-term development order reflected on Purchase Order dated October 17, 1996 from Raytheon E-Systems.

60488/4/TVW/052859-0047

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	MaintExpDt
ICOM LTD	Taru Eriksson	91432 438465	3COM Centre	Boundary Way		Hemel Hempstead	HERT	GB	HP2 7YU	December 31 1999
Aalborg University DENMARK	Frede Bhaadbjerg	+45 96 31 62 54	Dept of Electrical Energy Conversion	Pontoppidanstræde 101		Ålborg	DK	DK	DK-9220	March 31 2002
Aalborg University DENMARK	Stig Munk Nielsen	(45) 635-9242	Dept of Electrical Energy Conversion	Pontoppidanstræde 101		Ålborg	DK	DK	DK-9220	March 31 2002
ABB Corporate Res. Heidelberg	Georg Guterluth	06221 596477	CH CRC	Speyerer Str. 4	Postfach 10 13 32	Heidelberg	DE	DE	D 69003	December 31 1999
ABB Corporate Research Ltd.	Marco Sular	0041 56 486 8016		Im Segelhof 1		Baden-Dallwil	CH	CH	CH-5405	August 31 2000
ABB Corporate Research SWEDEN	Kjell Pflanz	(2) 132-3000				S-721 78	SE	SE	S-721 78	March 31 2001
ABB Industry Turky	Adnan Wirth	+41 56 299 3226	Industrieltreibe	Phone 2		Tuzla	CH	CH	CH-5300	February 28 2000
ABB Industry (Marine) FINLAND	Mika Makkola	011 35 810 232 000	Marine Division	P O Box 185		FIN-00031	FI	FI	FIN-00031	April 30 2000
ABB Industry (VSD) FINLAND	Hakko	(35) 810-2211	Variable Speed Drives	Atomite S. P O Box 211		FIN-00031	FI	FI	FIN-00031	December 31 1999
Acquia Finte Industries	Paul Christiansen	(231) 894-3213	2001 Peach Street	4 South		Wrightsl	MI	US	49461	September 30 2000
Adrian Incorporated	Ron Wayden	(256) 963-8556	901 Explorer Boulevard			Huntsville	AL	US	35806-2807	June 30 2000
Adtran	Shawn West	(412) 855-8705	1501 Lebanon Church Road			Pittsburgh	PA	US	15236-1491	December 31 1999
ADRANZ HEMINGSDORF	Jörg-Torsten Meier	03302 89 2148	Am Rathenaupark			Hemingsdorf	DE	DE	D 16761	October 31 2000
ADRANZ SCHWEIZ	Markus Jörg	+41 56 299 2254	Singstrasse			Tuzla	CH	CH	CH-5300	March 31 2000
ADRANZ SWEDEN	Jorge Man	-46 21 130299				Vasterås	SE	SE	January 31 2000	
Advanced Energy Voorhees, NJ	Imran Bhutti	(808)278 100-2333	Laurel Oak Corporate Cir	1007 Laurel Oak Road		Voorhees	NJ	US	8043	September 30 2000
Advanced ATE(SB-0011)	YASUKO		336-1 oakzi-Owa	Mesa-mura		GUNIM	JP	JP	370 07	March 31 2000
Advanced EL11 Instrument) SB-0057	YASUKO	(310) 338-1028	1-5 shin-hone	Chono-cho		Inte-jettaima	JP	JP	349-11	March 31 2000
Aerospace Corporation	Brian Lehartz	(56) 193-7141	2350 E. El Segundo Blvd.		M4/R69	El Segundo	CA	US	90245	August 31 2000
AEROSPATIALE MATRA AIRBUS	Eric CREQUY	(56) 193-7141	Etablissement de Toulouse	ABTES/SOIP	316 route de Bayonne	TOULOUSE	MPY	FR	31060	June 30 2000
AEROSPATIALE MATRA AIRBUS	Jean-François	(56) 193-8698	Etablissement de Toulouse	ABTES/SOIP	316 route de Bayonne	TOULOUSE	MPY	FR	31060	June 30 2000
AEROSPATIALE MATRA AIRBUS	ALGUACIL	(56) 193-9518	Etablissement de Toulouse	ABTES/SOIP	316 route de Bayonne	TOULOUSE	MPY	FR	31060	March 31 2000
AEROSPATIALE MATRA AIRBUS	Luc LERDY	(56) 193-9518	Etablissement de Toulouse	ABTES/SOIP	316 route de Bayonne	TOULOUSE	MPY	FR	31060	March 31 2000
AEROSPATIALE MATRA COR	Juhen ROULLIE	(14) 697-3008	Centre Commun de Recherche	12 rue Pasteur	BP 76	SURESNES	FR	FR	92152	December 31 2000
Ag Chem Equipment Co., Inc	Donald Nelson	(612) 833-9006	5720 Smetana Drive			Minnetonka	MN	US	55343	September 30 2000
Alcatel (DSC Communications)	Karl Schwenke	(707) 792-5708	1420 McDowell Blvd. N.			Petaluma	CA	US	94954	December 31 1999
ALCATEL CIT	Patrick LATTEUX	(18) 983-1380	Etablissement de Marcoussis	Route de Nozay		MARCOUSSIS	IDF	FR	91460	March 31 2000
ALCATEL Submarine Networks	Hervé MASSON	(16) 449-4521	The Grove	Route de Villet		NOZAY CEDEX	IDF	FR	91625	December 31 1999
Alenia Marconi Systems, Stanmore UK	Ian Hussell	0181 420 3152		Warren Lane		Stanmore	MSEX	GB	HA7 4LY	March 31 2001
Alighat Muslim Univ.	G Raguopathy	91 80 5276866				Concord	IN	IN	March 31 2000	
Allegro Microsystems, Inc Concord NH	George Fitch	(603)228 553-3341	182 Pembroke Road	1 Allen Bradley Drive		Concord	NH	US	3301	October 31 2000
Allen Bradley Co., Inc. Mayfield Heights, OH	Patrick Herbert	(440) 646-3585	Rockwell Automation			Mayfield Heights	OH	US	44124	September 30 2000
Allen Bradley Co. Inc Milwaukee	Bill Rodwald	(414) 382-2715	1201 S. Second St			Milwaukee	WI	US	53204	August 31 2000
AlliedSignal Aerospace	Douglas Gufekunst	(816) 897-4836		2000 East 95th Street		Kansas City	MO	US	64131-3095	December 31 1999
AlliedSignal Aerospace	Frank Smith	(810) 997-4592		2000 East 95th Street		Kansas City	MO	US	64131-3095	December 31 1999
AlliedSignal Aerospace	Bonnie Hudson	(520) 489-1000	11100 North Charlie Rd			Tucson	AZ	US	85737	December 31 1999
AlliedSignal Aerospace Ontario, CANADA	Timothy Lisc	(905)608(6) 000-2123		3333 Unity Drive		Mississauga	ON	CA	L5L 3S5	September 30 2000

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	Y	Countr Postal Code	MainEspDt
AlliedSignal Aerospace Ontario CANADA	Rob Flaxman	14157986, d68-2903		3333 Unity Drive		Mississauga	ON	CA	L5L 3S6	September 30, 2000
Alpsa Transmission Indianapolis IN	Steve Dac	(317) 242-4072	4700 West 10th Street			Indianapolis	IN	US	46222	January 31, 2000
Alps (Tosoku Alps) Car Electronics Div SB-0325	YASUKO		CAR ELECTRONICS DIVISION	6-3-36 Nakazato		Furukawa-city	MIYG	JP	989 E1	March 31, 2001
Alps Automotive Auburn Hills MI	Eric Yuzon	(248) 391-5054	Branch Plant	1500 Atlantic Blvd		Auburn Hills	MI	US	48326	March 31, 2000
ALSTOM	Frédéric ROUILLO	(38) 455-6020	TRANSPORT S A	3, avenue des Trois Chênes		BELFORT CEDEX FNCM	FR	FR	90002	March 31, 2000
ALSTOM	Dieder DAILLY	(56) 250 4821	TRANSPORT	Rue du Docteur Guinier BP 4		SEMEAC	MPY	FR	65600	November 30, 1999
ALSTOM Belgium Transport	Raphaël MAFFEEI	(327) 144-5911		Rue Camille Dupret, 50-		MARCINELLE	NMR	BE	6001	December 31, 1999
Alstom HIC Stafford UK	Bill Garrick	01785-274660	PO Box 30	Lichfield Road		Stafford	STFF	GB	ST17 4LN	March 31, 2001
Alstom RTC Stafford UK	Colin Oakes	01785 274652	PO Box 30	Lichfield Road		Stafford	STFF	GB	ST17 4LN	March 31, 2001
ALSTOM T&D SA	Dirk UMDE	(14) 945-7051	Transformateurs de Puissance	25 rue des Balastrs		SANTO QUEN CEDEX	IDF	FR	93404	December 31, 1999
Alstom Traction, Preston UK	Robin Howe	01772 953260	Channel Way			Preston	LNC	GB	PR1 8XL	March 31, 2001
Altair Engineering Inc Troy MI	Keith Dittler	(248) 614-2400	1757 Meadowlawn			Troy	MI	US	48064-4004	April 30, 2000
American Electronic Components Inc	James Rustman	(219) 264-1111-6179		P O Box 280	1010 North Main Street	Elkhart	IN	US	46515	December 31, 1999
Analog Interfaces Dozeman, MT	Donald Thelen	(406) 582-6512	4699 Chapelway			Bozeman	MT	US	59715	February 28, 2000
Apollo Fire Detectors UK	Tony Neward	01705 492412	36 Brooklands Road			Havant	HAMP	GB	PO9 1JR	March 31, 2000
Ascorm Telecommunications UK	Adrian Brown	01222-500700	Cypress Drive			Cardiff	GB	GB	CF3 0EG	December 31, 1999
ASIC Dynamics, Inc	Ben Wilks	(630) 505-040-4107	1620 Bond St			Naperville	IL	US	60563	December 31, 1999
ASIM Lithography HOLLAND	Dick van Hees	+31 40 2303370	De Run 1110			Auburn	AL	NL	36049	June 30, 2000
Auburn University Auburn, AL	Mark Nerts	(334) 644-1808		200 Broun Hall		Auburn	AL	US	36849	June 30, 2000
AUDI AG	Manfred Zuber	0841 89 89568				Ingotstadt	DE	DE	D-85045	October 31, 2000
AUXILEC	Patrick CAMPIN	(13) 480-7412		41, boulevard de la République		CHATOU	IDF	FR	78401	July 31, 2000
AXODYN	Stéphane BELLEMIN	(13) 043-0300		150, av Joseph Kessel		VOISINS LE BRETONNEUX	IDF	FR	78960	March 31, 2000
Bachtel Batis, Labs	Vince Beaumont	(412) 478-5803		814 Pittsburgh		West Mifflin	PA	US	15122	September 30, 2000
Bachtel Plant Apparatus Division	James Rochet	(412) 829-8308	Plant Apparatus Div	McKeesport Blvd		Pittsburgh	PA	US	15235	March 31, 2000
Beijing Machine & Equipment Institute	Canh Wang		Research & Development Centre			Beijing			5713	June 30, 2000
Beijing Power Electronics Research & Development Centre CHIN	Zheng Yuan Wang	(86106) 205-5243		No 31 Bei Huan Zhong Lu Da Sheng		Men Wan	BEIJ	CN	100088	December 31, 2002
Benchmarq	Kan King	(972) 437-9195	17919 Waterview Pkwy			Dallas	TX	US	75252	June 30, 2000
Bertrand Ingeneurburo GmbH	Michael Nissen	09458 3407 0		Lacostestr. 50-52		Garmersheim	DE	D 65080	December 31, 2000	
Bharat Dynamics Ltd INDIA	N B Sarojin	91 80 5276866				Ghazabad	IN	IN		March 31, 2000
Bharat Electronics Ltd	G. Ragupathy	91 80 5276866				Bangalore	IN	IN		March 31, 2000
Bharat Electronics Ltd Bangalore, INDIA	G. Ragupathy	91 80 5276866				Bangalore	IN	IN		March 31, 2000
Bharat Electronics Ltd Kolkata	G. Ragupathy	91 80 5276866				Kolkata	IN	IN		March 31, 2000
Bharat Electronics Ltd Hyderabad, INDIA	P V Rajagopal		Power Electronics			Hyderabad	IN	IN		March 31, 2000
BMW AG	Oliver Frickh	089 382 33394		Garthwal		Kotdwara	ULPR	IN	246 149	March 31, 2000
BMW AG	Wilhelm Brand	089 382 33528				Hyderabad	IN	IN		March 31, 2000
Boeing Commercial Airplane Seattle (407 Bldg)	Brian Mills	(206) 655-0606	Commercial Airplane Group			Munich	DE	D 80669	December 31, 1999	
				1406 Blug Door E2 Way South		Munich	DE	D 80669	December 31, 1999	
						Seattle	WA	US	98106	December 31, 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country Postal Code	MaintE: PDI
Boring Company	Chris Foster	(314) 234-4132	P.O. Box 516			St. Louis	MO	US 63166-0516	May 31, 2000
Buening Defense & Space Division	Lynndal Stafford	(281) 244-4041	Defense & Space Group	Space Station	13100 Space Center Blvd	Houston	TX	US 77059	December 31, 1999
Buening Defense & Space Kent, WA	Scott Train	(253) 657-3167	Body 18 238 7	20910 - 72nd Avenue		Kent	WA	US 98032	December 31, 1999
Buening Kent	Cliff Komolo	(253) 773-6367	M/S 3E7J	20435 - 72nd Avenue		Kent	WA	US 98032	December 31, 1999
Buening McDonnell Douglas Aerospace	TC Wang	#####			5301 Bolta Ave	Huntington Beach	CA	US 92647	June 30, 2000
Buening McDonnell Douglas Aerospace	TC Wang	#####				Huntington Beach	CA	US 92647	June 30, 2000
Buening Ruckelshyne Division	Dave Silva	(818) 566-1830		PO Box 7922	6633 Canoga Avenue	Canoga Park	CA	US 91309-7922	December 31, 1999
Borg-Warner Automotive, Warren MI	Eric Sandstrom	(810) 497-4067	AirFluid Systems Corp. of MI	11955 E Nine Mile Road		Warren	MI	US 48099	June 30, 2000
Bose Corporation	Thomas Froeschle	#####	The Mountain			Framingham	MA	US 1701	December 31, 1999
Breed Technologies, Inc. Sterling Heights	Mohammad Murad	(810) 726-3944	Air Bag & Seat Belt Division	7000 19-Mile Road		Sterling Heights	MI	US 48314	December 31, 1999
British Aerospace Defence Systems	Phil Rudd	01983 202418	Newport Road			Cowes	WIGHT	GB PO31 8PF	March 31, 2000
British Aerospace, Filton UK	Andrew Hall	01772 65	New Filton House	Filton		Filton	AVON	GB BS99 7AR	November 30, 1999
British Aerospace, Warton UK	Chris Hopkins	01772 858078	Warton Aerodrome	Warton		Warton	LANC	GB PR4 1AX	August 31, 2000
British Aerospace, Warton UK	WAZ27		Warton Aerodrome	Warton		Warton	LANC	GB PR4 1AX	November 10, 2000
British Aerospace, Warton UK	Mike Falls	01772 852533	Warton Aerodrome	Warton		Warton	LANC	GB PR4 1AX	August 31, 2000
Brose Fahrzeugteile GmbH & Co KG	Klaus Wintersberg	09561 211861		Keitschendorfer Straße 36	Postfach 13 53 50	Coburg	DE	D-98403	April 30, 2000
BVB College, Hubh	G. Ragupathy	91 60 5276666	BV Bhoomareddy College of Engineering	Hubh		Karnataka	IN		March 31, 2000
Canon Hirasaka Works (FL Project) SB YASUKO 0025/SB 0206	SB YASUKO		6670 Tamura			Hirasaka City	JAPAN		March 31, 2000
Canon Toride (Shimomaruho) SB-0007 YASUKO	YASUKO			7-5-1, Nakusan		Toride-city	JAPAN		December 31, 1999
Canon Toride (Susono) SB-0034/0442 YASUKO	YASUKO			7-5-1, Nakusan		Toride-city	JAPAN		December 31, 1999
Carleton University	David Walker	(613) 520-5759	Dept of Electronics	Rm 5158 MacKenzie Bldg	1125 Colonel By Drive	Ottawa	ON	CA K1S 5S6	September 30, 2000
Carnegie Mellon University	Pittsburgh, Gary Fadder	(412) 268-8443		5000 Forbes Avenue		Pittsburgh	PA	US 15213-3690	August 31, 2000
CASC Reliability & Safety Research Center	Ron Luming	(101) 856-4236	No. 2 Yue Tan North Small St	P.O. Box 835		Beijing	BEIJING	CN 100830	June 30, 2000
Caltecluar, Inc	Perry White	(309) 378-6194			908 West Raven Road	Peoria	IL	US 61615-1328	June 30, 2000
COOT Bangalore INDIA	Anand Venkayathin	34 913357214	71/1 Millers Road			Bangalore	INDIA	560 052	March 31, 2000
CEDEX	Ignacio Jorge IGLESIAS			Alfonso XII 3 y 5		MADRID	ES	28014	March 31, 2002
CEDT Gorakhpur Marathwada Univ INDIA	G Ragupathy	91 60 5276666					INDIA		March 31, 2000
CEGELEC	Henni GODFROID	(38) 455-1073		3, avenue des Trons Chênes			FR	90018	November 30, 1999
CEGELEC	Raynald KRZYZANOWSKI	(38) 455-3168		3, avenue des Trons Chênes			FR	90018	November 30, 1999
CERN	Antoine Thijs	+41 22 767 4918		Site de Meyrin		Geneva 23	CH	CH 1211	February 28, 2000
Chalmers University of Technology	Jorina L Jongs	(31) 772-5725	PO Box 8873	Electrifygen 3		Göteborg	SE		December 31, 1999
SWEDEN	Raymond Su	(46) 1067 818-7207					SE		March 31, 2000
Chinese Academy Railways	Jiao-Ho CHO	(43) 161-7425					CN	100081	January 31, 2001
Chungnam National University	Leonardo Virela	(524) 216-3838	Dept. of Electrical Engineering Research	San 48 Gaseon-Dong,		Cheongju-City	CHG	KR 361-73	December 31, 1999
CIA TEO	Gilles PICART	(56) 127 3539	DOA.TAE SE AC	Col Fouassie		Overland	MX	78150	December 31, 1999
DNFS				16 avenue Eouard Belin	BP 421	TOULOUSE CEDEX	FR	31055	June 30, 2000



Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address	City	State	Country	Postal Code	MaintExpDt
Continental Tyres AG & Co OHG	Michael Rasmann	069 603 3485	Postfach 90 01 20	Guertelstr. 7	Postfach 90 01 20	Frankfurt, M	DE	DE	D-60468	October 31, 2000
Cranfield University UK	Not Available	Not Available	School of Industrial	& Manufacturing Sciences		Bedford	GB	GB	MK43 0AL	March 31, 2002
Crompton Greaves Bombay, INDIA	Santosh Zope	91 80 5276866			Kanjur East	Bombay	IN	IN	5790069	March 31, 2009
Crompton Greaves Nasik, INDIA	G Rajgopalhy	(617) 258-2144				Nasik	IN	IN		March 31, 2000
CS Draper Labs Cambridge MA	Tom Robinson	(612) 377-6743	Technical Center Rec #10-64	555 Technology Square	1900 McKinley Avenue	Cambridge	MA	US	2139	November 30, 1999
Cummins Engine Company, Inc	Cynthia Brown	+49 711 17 57226		Mercaderstr 137		Columbus	IN	US	47201	December 31, 1999
DaimlerChrysler AG	Walter Unger					Stuttgart	DE	DE	D-70327	March 31, 2000
DaimlerChrysler Corporation, Auburn Hills, MI	Jerry Naszadzka	(248) 576-3502	M/S 484-02 15	800 Chrysler Drive East		Auburn Hills	MI	US	48326	December 31, 1999
DaimlerChrysler Corporation, Auburn Hills, MI	Chang'an Tian	(86411) 460-1010	49 Zhongcheng Str	Shanghai District		Auburn Hills	MI	US	2757	March 31, 2000
DaimlerChrysler Corporation, Auburn Hills, MI	Hans Jergen Norgaard	45 7488 2222				Dalian	CN	CN	116021	December 31, 1999
DaimlerChrysler Corporation, Auburn Hills, MI	Soren Nielsen	(457) 488-3808				Dalian	CN	CN	116021	December 31, 1999
DaimlerChrysler Corporation, Auburn Hills, MI	Michael Marr	069 607 35180	Dormer Satellensysteme GmbH	Willy-Messerschmitt-Str	Postfach 80 11 89	München	DE	DE	D-81683	December 31, 1999
DASSAULT AVIATION	Thierry GOUYON	(14) 711-4870	DGTD/TALEEC	78, quai Marcel Dassault	BP 300	SAINT CLOUD CEDEX	IDF	FR	92214	December 31, 2000
DASSAULT AVIATION	Christian SANCHEZ	(55) 613-9249	Moorgate Road	54, Avenue Marcel Dassault	BP 24	MERIGNAC CEDEX	AQTN	FR	33702	December 31, 1999
Datar Switchgear Ltd INDIA	G Rajgopalhy	91 80 5276866				INDIA	IN	IN		March 31, 2000
DEAL Deliradun	G. Rajgopalhy	91 80 5276866				INDIA	IN	IN		March 31, 2000
Delco Electronics UK	Josh McCallin	0151 549 3583				Liverpool	GB	GB	L33 7XL	December 31, 1999
Delphi Automotive Systems	Klaus Kaufmann	(49202) 291 4502				Wuppertal	DE	DE	D-42119	September 30, 2000
Deutschland GmbH	Laura Pinney	(937) 455-6382	1435 Cincinnati Street		P O Box 1245	Dayton	OH	US	45401	January 31, 2000
Delphi Chassis Systems, Dayton, OH	Yow P Lam	(65) 450-8265	Singapore Design Engrg Ctr.		Industrial Park 1	Dayton	OH	US	569621	March 31, 2000
Delphi Delco Electronics	Dave LaRosa	(765) 451-3046	One Corporate Center			Kokomo	IN	US	46904	June 30, 2000
Delphi Delco Electronics Systems, Kokomo IN	Christie Archibald	(716) 439-3257	Building 6	200 Upper Mountain Road		Lodgport	NY	US	9005	September 30, 2000
Delphi Thermal Systems	Mike Jones	(765) 641-0426			2900 S Scatterfield Rd	Anderson	IN	US	46013	November 30, 1999
Delphi-E	Yana Tarasenko	(617225) 000-4221				Anderson	IN	US	46013	March 31, 2000
Denso #1	Mark us Silva	(617225) 009-4249				Anderson	IN	US	46013	March 31, 2000
Denso #2 Kanya	YASUKO		IC Engineering	500-1, narayan	komenokichu	Kanya City	JP	JP	470 01	February 28, 2000
Denso Foundation SB 0147	YASUKO			5 Maruwann Ashinoya	Kota-cho Nukata-gun	Nashua-city	JP	JP	444-01	July 31, 2000
Denso IC SB 0369	YASUKO				1-1, shouwa-cho	Nashua-city	JP	JP	444-01	March 31, 2000
Denso SB 0350	YASUKO				1-1, shouwa-cho	Nashua-city	JP	JP	448	March 31, 2000
Denso Theory Analysis 2 SB 0314	YASUKO				1-1, shouwa-cho	Nashua-city	JP	JP	445	August 31, 2000
Denso Theory Analysis SB 0294	YASUKO				1-1, shouwa-cho	Nashua-city	JP	JP	448	December 31, 1999
Denso Theory Analysis SB 0294	YASUKO				shimohazuno cho	Nashua city	JP	JP	445	November 30, 1999
Denso Trucks & Parts SB 0047	Yana Tarasenko	(617225) 009-4221	E9A2 St. Andrews Road		Malvern	Malvern	GB	GB	WR14 3PS	May 31, 2000
DEHA Motoré	Laurent MOREL	05-55 10 52 21	Centre d'Etudes de Gramat	Bédes		GRAMAT	RPY	FR	16500	December 31, 1999
DGA-ETG										

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	County Postal Code	MainExpDt
DGA/CEG	Philippe MOINJAUX	561 510 5424	Centre d Etudes de Gramat	Bedes		GRAMAT	MPY	FR 46500	December 31 1999
DGAFTAS	Michel ROCAMORA	01 39 49 30 75	BP 36	Route de Laval	Angers	Montreuil-Jumigny	FR	FR 49160	December 31 1999
DGALURDA Hoshida University SR11371	Franck PAILLARD	(232214) 209-3021	BP914			VERNON	HN	FR 27207	December 31 1999
DHS Infrared Technologies LP	Gary Stevens	(972) 560 5062	Research West	13588 North Central Expressway		Dallas	TX	US 75374	December 31 2002
DTU DENMARK Dynamics Research Corp	Morten Nymand	(454) 525-5294	Building 451			DK 2800 Lyngby	DK	DK 2800	March 31 2000
	Mika Walsh	(617) 244-7726	93 Border Street			West Newton	MA	US 02465	March 31 2000
Eastman Kodak Rochester NY	Alan Korus	(716) 726-9061	901 Elm Grove Road			Rochester	NY	US 14653-5108	December 31 1999
Falco Automotive II	Jerry Craig	(630) 260 3156	191 E. North Avenue			Carol Stream	IL	US 60188	February 28 2000
Eaton Cutler-Hammer Prods Milwaukee WI	Jeff Buchholz	(414) 449 6891	3060 W Hope Avenue			Milwaukee	WI	US 53216	March 31 2000
ECI	Sebastien WEBER	(15) 606-1000	129 Boulevard Davout			PARIS CEDEX 20 IDF	FR	FR 75960	March 31 2000
ECIL INDIA	G. Ragupathy	91 80 5276966				CLAMART	IDF	IN 92141	March 31 2000
EDF DER	Jacques CHERON	01 47 85 51 12				CEDEX	FR	FR 92141	December 31 1999
EDF DFR	Jean DOMERGUE	014785 46 71				CEDEX	FR	FR 92141	December 31 1999
EDF DFP	Stephane LORiot	01 47 85 41 76				CEDEX	FR	FR 92141	December 31 1994
EDF/GDF - Centre du Fourniture des Mureaux	Sebastien FAUCHER	(13) 492-6819	Division Promotion Courrière	17 rue Albert Thumas		LES MUREAUX IDF	FR	FR 78100	November 30 1999
EEV, Chemsford UK	Jean Przybyla	01245-453280	106 Waterhouse Lane			Chemsford	ESX	GB CM1 2QU	March 31 2001
EEV, Waltham UK	John Cormack	01378 517101	Friebourne Road			Waltham	ESX	GB CM8 3TS	March 31 2001
Electro-Motive Division, McCook, EDS	Jay Boggess	(708) 387-3769	Dr #3, Paris Gate, Engng Bldg	5401 East Avenue		McCook	IL	US 60323	November 30 2000
Electronic Data Sys Delipiti Sagnaw	Bruce Balke	(517) 757-4461				Sagnaw	MI	US 48601	May 31 2000
Sting Sys Sagnaw, MI	Terry Smith	(810) 257-5862	1601 North Avenir			Flint	MI	US 48556	November 30 1999
Electronic Data Systems AC	ROCHESTER, Flint, MI	(716) 359 6441	Advanced Products Dev Group	5500 West Henrietta Road		W Henrietta	NY	US 14588	November 30 1999
Electronic Data Systems AC	Larry Cypher	(414) 768-2133		7929 S Howell Avenue		Oak Creek	WI	US 53154	June 30 2000
Electronic Data Systems Delco	Mark Lutze	(765) 451-0335				2705 South Goyer Road	IN	US 46904	June 30 2000
Electronic Data Systems Delco	Yinng Huang	(915) 783-7320	P.O. Box 3007			El Paso	TX	US 79982	December 31 1999
Electronic Data Systems Delphi Energy & Engine Mgmt Systems	Daniel Martinez	(5511) 828-4125	Centro Tecnologico	Ponzo 15 - Predo 3		Sao Caetano do Sul	BR	CEP09550 05	June 30 2000
Electronic Data Systems do Brasil Ltda	Magda Colado	(248) 265-2639		7000 Chicago Road		Warren	MI	US 48090	December 31 1999
BRAZIL	Beth Zakar	(248) 265-2639		7000 Chicago Road		Warren	MI	US 48090	December 31 1999
Electronic Data Systems GM IVED	Beth Zakar	(248) 265-2639	M/C 485-303-807	4100 S Sagnaw St		Flint	MI	US 48557-2121	December 31 1999
PROGRAM Warren, MI	Beth Zakar	(248) 265-2639	Bldg 2-7, Cube 370-05	30003 Van Dyke Road		Warren	MI	US 48090	December 31 1999
Electronic Data Systems GM Lansing Automotive Division	Beth Zakar	(248) 265-2639	Bldg 2-7, Cube 370-05	30003 Van Dyke Road		Warren	MI	US 48090	December 31 1999
Electronic Data Systems GM Mid Lux	Beth Zakar	(248) 265-2639	GMPT V6 Engineering	902 E Hamilton		Flint	MI	US 48900	August 31 2002
Car Group, Flint, MI	Beth Zakar	(418) 265-2639				Flint	MI	US 48550	December 31 1999
Electronic Data Systems GM Powertrain Engineering Warren, MI	Jagdish Patel	(915) 947 7548				Flint	MI	US 48550	December 31 1999
Electronic Data Systems GM Powertrain Engineering Warren, MI	Beth Zakar	(248) 265-2639				Flint	MI	US 48550	December 31 1999
Electronic Data Systems GM Powertrain Engineering Warren, MI	Beth Zakar	(248) 265-2639				Flint	MI	US 48550	December 31 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	Maint. EPD
Electronic Data Systems GM Fluoricon, Milford MI	Beth Zakar	(248) 765-2639	Blvd J MC 9004	1 General Motors Road		Milford	MI	US	48380	December 31 1999
Electronic Data Systems GM Powertrain, Milford MI	Dina McMullin	(248) 535-5720	Blvd J MC 9074	1 General Motors Road		Milford	MI	US	48380	August 31 2000
Electronic Data Systems GMC Research Labs, Warren, MI	Frank Schuonitz	(810) 966 0195	Building RANB Room 196	30500 Mound Road		Warren	MI	US	48090-9055	March 31 2000
Electronic Data Systems MCD Warren, MI	Beth Zakar	(248) 265-2639	MCD HQ Building 2-10	Room 134-22		Warren	MI	US	48090-9020	December 31 1999
Electronic Data Systems Packard Warren, MI	Wade Johnson	(810) 578-3463	MCD HQ Building 2-10	Room 134-22		Warren	MI	US	48090-9020	December 31 2010
Electronic Data Systems Packard Electric Vehicle, OH	Beth Zakar	(248) 265-2639	M/S 93-K	408 Dana St NE		Warren	OH	US	44466	December 31 1999
Electronic Data Systems/VED, Troy, MI	Beth Zakar	(248) 265-2639	M/S 4222	750 Tower Drive		Troy	MI	US	48068	December 31 1999
Elementech HOLLAND	Muhittin Karakas	+31 547 367 367	c/o Transfer EDS	Gooreweg 5	7475 BB Markelo			NL		September 30, 2000
Elm EBG Elektronik ENSEEHL/LEFI	Rudolf Fehringel Herrn FOCH	+43 1 291 91 2510 (36) 159-8238	vormals Voith Elm Laboratoire d'Electrotechnique	Rudweggasse 1 el Electronique Industrielle 2, rue Charles Camichel		Wien TOULOUSE CEDEX	AT MPY FR	AT FR	A-1210 31071	September 30, 2000 June 30 2000
ENSEEHL/LEFI	Marc COUSINEAU	(56) 159-8312	Laboratoire d'Electrotechnique	el Electronique Industrielle 2, rue Charles Camichel		CEDEX CEDEX	MPY FR	FR	31071	June 30 2000
ENSEM-INPL - GREEN	Bernard DAVAT	(38) 359-5503	2, ave de la Foret de Haye			VANDEOEUVRE CEDEX	LRRN FR	FR	54516	December 31 1999
ENSEM-INPL - GREEN	Prof. SAADATE	(38) 391-2372	2, ave de la Foret de Haye			VANDEOEUVRE CEDEX	LRRN FR	FR	54516	December 31 1999
ER&DC (NIDA UNIT) Noida INDIA	Sakar Jain	(119111) 855-3754	A-5, Sector-26			Noida	IN	IN	201 301	March 31, 2000
ER&DC Invandrum	G. Rajupathy	91 80 5276966	Energy Systems Division			Noida	IN	IN	201 301	March 31, 2000
Ericsson Components (Energy Div) SWEDEN	Anders Hansson	(468) 721 6839	Ericsson Components (Energy Div)			S-164 81 Kista	SE	SE		March 31, 2000
Ericsson Telecom (Teous) SWEDEN	Ulf Walgren	(468) 719-9352	Telvetorgetsvagen 8/87			S-126 25	SE	SE		December 31 1999
Ericsson Telecom BHAZII	Galberto Talubana	(55) 759-5208	Rua Ambrosio Martins 1090	12247 000 Sao José dos Campos		Stockholm Sao Paulo	BR	BR		December 31 1999
ESA IGELEC	Annie JUSTEAU	(24) 090-5069	LARGE	CRTT Bd de l'Université B P 406		Saint Nazaire CEDEX	FR	FR	44602	March 31 2000
ESKOLA POLITEENIKOJA	Esturas OYARBIIDE									June 30 2000
ESTACA	Jean-Paul DIDIER	(14) 127-3700		Lorainville, 4 Apdo 23		LEVALLOIS	FR	FR	92300	December 31 1999
ETH Zurich	Tobias Oetler	+41 1 632 5288	Inst f Integrierte Schaltungen	Glonstrasse 35		Zürich	CH	CH	CH-8032	December 31 1999
ETSI INDUSTRIALES DE	Santiago de PABLO	(3498) 342-3344		Paseo del Cauces, sn		VALLADOLID	ES	ES	47011	December 31 1999
VALLADOLID	Andreas Schuit	02902 764 1502		Maas-Planck-Str. 5		Warttem-Belecke	DE	DE	D 59561	July 31, 2000
Eupac GmbH & Co KG	André LEPERS	(44) 285-6817	Aeropost International	Marseille-Provence		MARIGNANE CEDEX	FR	FR	13725	June 30, 2000
EUROCOPTER	Peter Altmann	089 6000 6899		Wilh. Messerschmitt-Str 107 1, Geb 85		München	DE	DE	D 81663	March 31 2000
Eurocopter Deutschland GmbH	Christian Humer	+43 1 333 30 82	FB Elektronik	Wersak 19-23		Wien	AT	AT	A-1200	December 31 2000
Fachhochschule Wien	Michael RENGLE	32 85 37 41 20	Service d'Electrotechnique	31 boulevard Dolez		MONS	BE	BE	7000	March 31, 2000
Faculte Polytechnique de Mons	Adriano SILVA	(113517) 204-1632	DEEC			Porto	PT	PT	4039	November 13 1999
Faculty of Engineering of Porto	CARVALHO			Rua dos Bragas						
Fairchild Korea Semiconductor	Keel-Snik Oh	82 32 680 1246	32-3 Tochang-dong, Wonn-gu, Puchon-city	Kyunggi-province 420 711 Korea		Shelby	KP	KP		December 31 1999
FASCO Computers Corporation, Shelby NC	Richard Wask	(704) 482 9568 2288	1100 Airport Road				NC	US	27150	March 31 2000
Fawcett Motors Group PEYKARABAHAR, TURKEY	Sajjad Hassan Cdr. Kather	1174852311 1973 (031) 5689 511	1500 West Jackson Street	Neuenhofstr 181		Ozark Aachen	MO DE	US DE	63721 712018	July 31 2000 December 31 1991

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	County	Postal Code	MaintExpDt
FLA RESEARCH CENTER	ERIC DIL ECCE	(301) 932-3149	Strada Torino 50			ORBASSANO (TO)	PIEM	IT	10047	February 28 2000
Fisher-Rodemann Inc.	Mag Ricou	(612) 949-5178	Small Vehicle Centre	Landon	12001 Technology Drive	Eden Prairie	MN	US	55344	December 31 1999
Ford AVT UK	Dave Ellis	01269 402879		Estadec Nacional 252, Km		Palmeira	ESSX	GB	SS15 6EE	December 31 1999
FORD ELECTRONICA PORTUGUESA	Luis NUNES	(11 233 9211	7455 Birchmount Road			Marlham	ON	CA	L3R 5C2	December 31 1999
FORD Electronics Mfg Corp	Markham	(905) 475 8510								December 31 1999
ON										
Ford Microelectronics Inc.	Steven Wiant	(719) 528-7858	M/S O	9985 Federal Drive		Colorado Springs	CO	US	80921-3898	August 31 2000
Ford Motor Company - SRL, Desabum	Henny Huang	(313) 845-3768	20009 Rotunda Drive			Dearborn	MI	US	48121-2053	June 30 2000
MI										
Ford Motor Company ALTEC MEXICO	Roberto Pacheco	32142022 25	Altec Dept PEO	Engng. & Refrigeration	1270 Don Haskins Suite E1 Paso		TX	US	79906	December 31 1999
Ford Motor Company AVT, Dearburn,	Lawrence Kress	(313) 390-5247	Building 5, MD 5016			Dearborn	MI	US	48121-2053	March 31 2000
MI										
Ford Motor Company Transportation & Logistics	John Czabay	(734) 268-6617	Abt. MC/ME EEO	Edel-Ford-Str 2-14		Livonia	MI	US	48150	December 31 1999
Cruzeiro	Ulf Fox	0221 90-32957		Hennsstr 27d		Köln	DE	DE	D 50769	December 31 1999
Ford Werke AG Köln	Hennrich Wolf	089 54759 031	3055 Orchard Drive			Munchen	DE	DE	D-80686	October 31 2000
Fraunhofer Gesellschaft	Alan Fladmoer	(808) 934-4104	Network House	Norris Drive	4-1-1 Hamodanaba	San Jose	CA	US	December 31 2001	
Fujitsu America, Inc.	YASUKO			35 saho	Yashiro-cho	Kawasaki city	KANA	JP	211	March 31 2000
Fujitsu CAD SB-0016	Andrew Kemp	01628 504781		Haid-Lind-Neu-Str 10-14		Karlsruhe	BYGG	JP	573-14	March 31 2000
Fujitsu Microelectronics UK	YASUKO		Appliance Park	AP3-105		Louisville	DE	DE	D 76131	September 30 2000
Fujitsu Peripheral SB-0302	Thomas Shing	0721 9654 154	P O Box 8			Louisville	US	US	40225	June 30 2000
F21 Forschungszentrum, Informatik	Mike McIntyre	(502) 452-5431	Route 28 North & Route 408			Schenectady	NY	US	12301	December 31 1999
GE Appliances, Louisville, KY	Ahmed Elasser	(518) 387-5745	1501 Rosemont Blvd	P O Box B106	MS D-7	Schenectady	VA	US	22906	February 28 2000
GE CRAD	Jim Bergeron	(804) 978-6044	41 Woodford Ave			Salem	VA	US	24153	March 31 2000
GE Fanuc North America, Inc.	Mark Shepard	(540) 387-8710				Plainville	CT	US	8062	December 31 1999
GE Industrial Control Systems	Douglas Tighman	(860) 747-7518								
GE Industrial Systems										
GE Lighting, Cleveland, OH	Greg Butler	(216) 266-6572	Neia Park, Bldg. 335	Tech Division	1975 Noble Road	Cleveland	OH	US	44112	September 30 2000
GE MEDICAL SYSTEMS	Jacky LE BOZEC	(13) 070-4859	M/S NB 926	283, rue de la Miniere	BP 34	BUC CEDEX	IDF	FR	78530	December 31 1999
GE Medical Systems New Berlin, WI	Russ Hum	(414) 785-5216	Eastern Point Road	16800 W Ryerson Road		New Berlin	WI	US	53151	December 31 1999
General Dynamics Electric Boat	John Shegrier		Eastern Point Road			Groton	CT	US	6340	January 31 2000
Division										
General Dynamics Electric Boat	John Staller	(860) 433-3895	Eastern Point Road			Groton	CT	US	6340	September 30 2000
Division										
General Dynamics Electric Boat	John Waller	(860) 433-4465	Eastern Point Road			Groton	CT	US	6340	September 30 2000
Division										
General Dynamics Electric Boat	Rick Enright	(860) 433-4465	Defense Systems			Groton	CT	US	6340	September 30 2000
Division										
General Dynamics Defense Sys.	Steven Zdon	(413) 494-6154	280 Hawks Hill Road			Pittsfield	MA	US	1201	September 30 2000
Pittsfield MA	Joe Parnyasz	(831) 438-8525	Blog 217	3050 W Loma Blvd.		Scotts Valley	CA	US	95066	July 31 2000
General Electronic Applications	Scotts									
Valley, CA	Ken Konold	(310) 517-5947	Braned Bearing Systems			Torrance	CA	US	90505	November 30 2000
General Motors Advanced Technology	Thomas Flamm	(610) 885-5619	Engng Center	3300 General Motors Road		Milford	MI	US	48380	October 31 2000
Vehicles										
General Motors Brake and Bearing	Clay Hicks	(810) 986-5934	30200 Mound Rd			Warren	MI	US	48090-9070	May 31 2000
Systems, Milford MI										
General Motors Corp. North American	John Zakar	(248) 205-2659		1986 Technology Ct		Tracy	MI	US	48067	December 31 1999
Operations, Warren MI										
General Motors Electric Vehicle, Troy										
MI										
General Motors Powertrain, Ypsilanti, MI	Beth Zakar	(248) 265-2639				Ypsilanti	MI	US	48198	December 31 1999

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	Country	Postal Code	MaintEspDt
Industrial Motors Powertrain, Ypsilanti, MI	Bill Goodwin	(734) 481-5104	Eureka & Ward Rd			Ypsilanti	MI	US	48196	March 31, 2000
General Motors Truck Group, Pontiac, MI	Hein Zuber	(248) 265-2639		2000 Centerpoint Pkwy		Pontiac	MI	US	48411	December 31, 1999
GIAT INDUSTRIES	Robert CANTEGREIL	05 61 31 35 02	CENTRE DE TOULOUSE			TOULOUSE	MPY	FR	31052	December 31, 1999
Government of India Electronics Dept, New Delhi, INDIA	Pierie MAGNAN	(33) 41 821 9077		152, avenue de Grande Bretagne	BP 265	BOURGES	CNTR	FR	18023	December 31, 1999
Granville-Phillips Company, Boulder, CO	Bhattacharya Bob Gray	91111 4364757		7 route de Guery	Nikestan, 6 CGO Complex	New Delhi	IN	IN	110003	March 31, 2000
		(303) 298-4058	5675 Arapahoe Ave			Boulder	CO	US	80303	June 30, 2000
		(8) 668-1400							1398	
Grundfos DENMARK	Hans Stougaard	0711 943 0				DK-8850	DK	DK		March 31, 2000
Hahn-Schickard-Gesellschaft - IMI	Matthias Sturz	02941 38 8572		Wilhelm-Schickard-Str. 10		Blaumberg	DE	DE	D-78052	September 30, 2000
Hella KG Huetzl & Co. KG	Ewald Hessel	(3) 960 4512		Rheinbacher Str. 75		Willingen-Schwarzenberg	DE	DE	D-59552	March 31, 2000
Helsinki University FINLAND	(Dept. Electr. & Comm)	(131) 451 3328		P.O. Box 3000		Lappeenpaa	FI	FI	FIN-02150 Espoo	March 31, 2000
Heroni Watt University UK	Ken Smith	(248) 473-6119				Edinburgh	GB	GB	EH14 4AS	March 31, 2000
Hitachi America Ltd, Farmington Hills, MI	George Sakalis	(248) 473-6119				Farmington Hills	MI	US	48335	March 31, 2000
Hitachi Automotive Products Farmington Hills MI	Gordon DeBancat	(248) 473-6795				Farmington Hills	MI	US	48335	February 28, 2000
Hitachi Central Research Lab SB-0166	YASUKO					Kokubury Shu	TOKY	JP	185	March 31, 2000
Hitachi Lab, SH-0423	YASUKO	01628 585000				Maidenhead	BERK	JP	SL6 8YA	December 31, 1999
Hitachi Micro Systems UK	Ashok Dhuna	31 4804 45243		Lower Cookham Road						September 30, 2000
Hitachi Tectrol SB-0372	YASUKO	(612) 954-4861		2980 DA Road						December 31, 1999
Huac HOLLAND	Berend Everdijk	01898 481078		1985 Douglas Drive North		Golden Valley	MN	US	55422	December 31, 1999
Honeywell & BC Golden Valley, MN	Scott Ward	(86755) 654-1126		Newhouse Industrial Estate		Motherwell	GB	GB	ML1 5SB	December 31, 1999
Honeywell UK	Alastair Macle	(310) 416 4038		R&D Depart.		Shenzhen	CN	CN	518152	March 31, 2004
Huawei Telecommunications Co Ltd	Zhu Xiantong			Huawei Industrial City,						
Hughes Aircraft Space & Communications Group El Segundo, CA	Doug Ougley	(2) 420-6700		1950 E Imperial Hwy		El Segundo	CA	US	90245	October 31, 2000
Hyundai Motor Company Ulsan	JEONG KWEON PARK	(512) 340-4118		700 Yongchun-dong		Ulsan	KTNM	KR	681-791	March 31, 2003
I/O Sensors, Inc	Ben Jones	(919) 254-1134				Austin	TX	US	78731-1168	September 30, 2000
IBM Corporation, P.T.P. NC	Randhir Malik	464 6722				Research Triangle Park	NC	US	27709	December 31, 1999
IFALTH, Lund SWEDEN	Per Karlsson	(4) 371-1203		3039 Cornwallis Road		Research Triangle Park	NC	US	27709	December 31, 1999
IIIT New Delhi, INDIA	C.M. Shukla					S-221 00 Lund	SE	SE		September 30, 2000
IKERLAN	Raul REYERO					MONDRAGON (GURPUZCOA)	ES	ES	20500	April 30, 2000
IMEC BELGIUM	Guido Groeseneker	02841 111 251								July 31, 2000
IMEC-CMOS Institute for Microelectronics	Andre Jernert	0711 685 5819				Mexico	DE	DE	D 47445	December 31, 1999
IMS Inst Microelectronics Study Indian Institute of Technology (IIT)	Markus Hildebrand G. Rajagopalan	91 80 52 6666				Sungar	IN	IN	U 79569	December 31, 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	Maint Exp Dt
Indian Institute of Technology Bombay	Vivek Agarwal	91 22 578 2545	B-Z-2, Link View Road			Powai, Bombay	IN	IN	400 075	March 31, 2000
Indian Institute of Technology Madras	V. Sasthi			IT Campus		Madras	IN	IN	600 036	March 31, 2000
Indian Institute of Technology Delhi	Vishwaswan					Delhi	IN	IN		March 31, 2000
Indian Institute of Technology Delhi	Thirunavukarasu Annahural	0091 080 694 1810		Graceland Research Centre	Graceland Road	Lower Hill	NZ	NZ		November 30, 1999
INDIA	David Gregger	(644) 569-0757		10060 North Tanou Salamstr. 73	Postfach 80 09 49	Cupertino	CA	US	95014	July 31, 2000
INDIA	Tony Soparzi	(408) 725-3465				Munich	DE	DE	D-81609	September 30, 2000
INDIA	Georgios Katsilogou	089 234 24313		Parque Tecnologico Edif 106		ZAMUDIO	BSOU	ES	48170	March 31, 2002
INDIA	Alberio GUERRERO AGOS	(34)944209680								
INDIA	Zoubir KHATIR	(14) 740-7334		2. avenue du Général Maiterle		ARCUEIL	CEDEX	FR	93114	March 31, 2000
INDIA	G Rajgopal	91 80 5278986								
INDIA	Rajesh BOUCHAKOUR	04 91 05 46 33								
INDIA	Alain BERTHON	03 84 22 80 01 ou 03		Université de Provence	C/O IMT Technopole de MARSEILLE	CEDEX 20	PACO	FR	13451	March 31, 2000
INDIA	Marc HAMELIN	(36) 457-8206		2. avenue Jean Moulin	BELFORT	BELFORT	FR	FR	90000	June 30, 2000
INDIA	Zhang Yu	(860106) 252-1027		2. avenue Jean Moulin	BELFORT	BELFORT	FR	FR	90000	June 30, 2000
INDIA	Zou Xi	(86106) 261 4988		6 Bei Er Tao, Zhong Guan Hai Dan District Cun	Beijing	Beijing	CN	CN	100080	June 30, 2000
INDIA	Heng Sun	11 Science Park Rd II		9 Bei Er Tao, Zhong Guan Hai Dan District Cun	Beijing	Beijing	CN	CN	100080	June 30, 2000
INDIA	Lau Chiu-Hoi	710 5479				Singapore	SG	SG	511	December 31, 2002
INDIA	Americo Vicente Leite	(35)731 330-3083		Campus de Santa Apolonia	BRAGANCA	BRAGANCA	PT	PT	5300	December 31, 2002
INDIA	Kent Callahan	(503) 613-7667		2501 NW 220th Ave Development		Hillsboro	OR	US	97124	April 30, 2000
INDIA	Victoria Hill	(602) 564-8110				Chandler	AZ	US	85226-3699	November 30, 1999
INDIA	Alfonso (Ali) Diy	(310) 726-8127		222 Kansas Street		El Segundo	CA	US	90245	March 31, 2000
INDIA	Jules Dobitsch	(5704746) 761-4346		125 Crestwood Road		Mountaintop	PA	US	18707-2189	August 31, 2000
INDIA	Michael Ma	4163218822 320		365 Passmore Avenue		Scarborough	ON	CA	M1V 4B3	July 31, 2000
INDIA	Ulrich Dalmor	03641 208 312			Helmholtzweg 4	Jena	DE	DE	0 07702	June 30, 2000
INDIA	Denis JEULAND	(24) 068-3011		La Chamvère CP 3003		Nantes CEDEX 03	POLL	FR	44087	June 30, 2000
INDIA	Ralf Juchem	0561 7294 314		Solaia	Kangator 59	Kassel	DE	DE	D-34119	August 31, 2000
INDIA	S. Ramasubramanian	91 471 361810		Ergebnisforschungstechnik Vallyvoorkavu.		Trivandrum	IN	IN	695 013	March 31, 2000
INDIA	YASUKO	(3924) 388-8241		Palazzo Quadrivio - CLTE C01 Milano		SESTIMO MILANESE	IT	IT	20019	December 31, 1999
INDIA	Chiardi Lorenzo					MILANO	IT	IT		December 31, 1999
INDIA	Vaghi Angeli					MILANO	IT	IT		December 31, 1999
INDIA	Storzi Luigi					Milanesi	IT	IT		December 31, 1899
INDIA	John Knight-Croghan	01203 303080		Abney Road Whitley		Coveney	GB	GB	CV3 4LF	April 30, 2000

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Count# Postal Code	MaintExpDt
J-Han Daeun FCC	Keith Baker	(319) 292-8721		Gate 1 HodgeWay Avenue		Whitchko	IA	US 50704	December 31 1999
KAPSOCH AG Wien	Wolfgang Bodner	(+43 1 81111 1873	Kis Technical Center	Wagensseggasse 1 781 1, Soha-Dong		Wien	AT	A 1121	December 31 1999
KIA Motors Technical Center Korea	YONG IL KWON			P. O. Box 1072		KwangMyung City KYON	KR	423 050	December 31 1999
Krollis Atomic Power Laboratory	Carols Geithers	(518) 395-5218		P. O. Box 1072		Schenectady	NY	US 12301-1072	January 31 2000
Krollis Atomic Power Laboratory	Tom Van Wen	(518) 395-4733		P. O. Box 1072		Schenectady	NY	US 12301-1072	January 31 2000
KOLLMOHGEN ARTUS	Claude BARBIER	(24) 133-6377	Chemin du Champ des Marais			Schenectady	NY	US 12301-1072	January 31 2000
Korea Railroad Research Insti	Sang-Hoon Chang	(8234) 361-8531	374-1 Woulam-dong	An der Bellinerei 10 Box 229	Postfach 1869	Avinle CEDEX	PDLL	FR 49241	September 30 2000
Kostal GmbH & Co. KG	Thomas Dr. Abel	02351 162203	ELEESD Lab			Uwang-city	FR	437 050	January 31 2000
KTH (Electronics) SWEDEN	Hannu Tenhunen	752-1240	Electronic Power Engineering			Kyonggi-do	DE	0-58513	February 28 2000
KTH (Power Engineering) SWEDEN	Anders Bergqvist		Electronic Power Engineering			Ludenscheid	SE		March 31 2000
KTH (Power Engineering) SWEDEN	Ghron Engdahl		Electronic Power Engineering			S-164 40 Kista	SE		November 30 2000
KTH (Power Engineering) SWEDEN	Remy Koleszar	(11) 468-7906	Electronic Power Engineering			S-100 44	SE		November 30 2000
1-3 Communication Systems, Camden NJ	Richard Heind	(609) 338-2845	M/S AGE-25E	1 Federal Street		S-100 44	SE		June 30 2000
LAAS-CNRS	Bruno JAMMES	(56) 133-6991				Stockholm	US	8102	December 31 1999
LAAS-CNRS	Charles BOURDEAU	(56) 133-6475		7 avenue du Colonel Roche		Stockholm	FR	31077	March 31 2000
LABINAL	David MANIA	01 49 18 34 42		17 rue de Clichy		Stockholm	FR	31077	March 31 2000
Larsen & Toubro Ltd Mysore Lear Corporation	Vijendra Greg Dickertroof	91 22 8521401 (313) 240-3252	KIADB Industrial Area			Camden	FR	83584	December 31 1999
LGEP	Claude MARCHAND	(16) 985-1658		5200 Auto Club Drive		Dearborn	MI	48126-9982	March 31 2000
Lockheed Martin Astronautics	Bill Jackson	(303) 977-3592		Plateau du Meulon		Dearborn	US	9982	June 30 2000
Lockheed Martin Astronautics	Blair Vaage	(303) 971-2433				GIF SUR YVETTE IDF	FR	91192	September 30 2000
Lockheed Martin Astronautics	Larson D. (Loren) Webb	(303) 971-5532				Littleton	CO	80127	December 31 1999
Lockheed Martin Astronautics	Debbie Geers	(303) 971-3338				Littleton	CO	80127	December 31 1999
Lockheed Martin Astronautics	Steve Kwon	(303) 977-4904				Littleton	CO	80127	December 31 1999
Lockheed Martin Comm & Power Ctr	Thomas Yeaple	(215) 497-2037	Communications & Power Center	100 Campus Drive		Littleton	CO	80127	December 31 1999
Lockheed Martin Imaging Systems	Hon Ward	(781) 863-3581	M/S 188	2 Forbes Road		Newtown	PA	18840	December 31 2000
Lockheed, Bldg 151	Maynard Galyan	(408) 756-8531	Bag 151	1111 Lockheed Way		Leawington	MA	02173-7393	September 30 2000
Lockheed-Martin Special Systems Littleton, CO	Sam Burkitt	(303) 971-6128				Sunnyvale	CA	94088	June 30 2000
LSI Logic	Gunnar Chung Ping Wan	(408) 433-6643	3115 Alton Street	MS J201		Littleton	CO	80127	December 31 1999
LSI Logic Corporation	Norm Mause	(970) 205-5972				Santa Clara	CA	95054	February 28 2000
LSI Logic Corporation	Steve Burnham	(719) 531 7023		2001 Danfield Court		Fort Collins	CO	80526	December 31 1999
LSI Logic Corporation				2001 Danfield Court		Fort Collins	CO	80526	December 31 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	MaintExpDt
St. Louis Corporation	Steve Duffield	9702235100 9030			2001 Danfield Court	Fort Collins	CO	US	80526	December 31 1999
Lucas Aerospace Cargo Systems	Alan Longang	(114) 871-4591	610 Neptune Avenue	PO Box 2207		Brea	CA	US	92822	March 31 2004
Lucas Aerospace Aurixa OH	Tom Blackford	(330) 935-1300	777 Levia Drive			Aurora	OH	US	44202-8026	March 31 2004
Lucas Aerospace Fordhouses UK	David Brown	(130) 264-4644	Stairford Road	Fordhouses		Wolverhampton	WM	GB	WV10 7EH	March 31 2004
Lucas Aerospace Fordhouses UK	David Turner	01902 644644 x3514	Stairford Road	Fordhouses		Wolverhampton	WM	GB	WV10 7EH	March 31 2004
Lucas Aerospace Hemel UK	Chris Adams	01442 242233 x3144	Maylands Avenue			Hemel Hempstead	HERT	GB	HP2 4SP	March 31 2004
Lucas Aerospace Hemel UK	John Hunt	01442 242233	Maylands Avenue			Hemel Hempstead	HERT	GB	HP2 4SP	March 31 2004
Lucas Aerospace Shafmoor Lane UK	Marin Kurman	0121 707 7111	Shafmoor Lane	Hill Green		Birmingham	WM	GB	B15 8SW	March 31 2004
Lucas Aerospace York Road UK	Mark Wood	0121 627 6600 x3683	York Road	Hill Green		Birmingham	WM	GB	B28 8LN	March 31 2004
Lucas APD, Stairford Road UK	Melcolm Sparey	(121) 627-4393	Stairford Road	Solkhull		Birmingham	WM	GB	B90 4GJW	January 31 2000
Lucas Braking, Fen End UK	Tony Anwarth	01203 539310	Oldwich Lane East	Fen End		Near Kenilworth	WCKS	GB	CV8 1QZ	June 30 2000
Lucas TVS Madras	V. Narayanan	91 44 62 58211				Madras	IN			March 31 2000
Maglev Ins of South West Jiotong Univ	Zhang Kun	(6528) 760-8338				Chengdu	CN		610031	March 31 2003
MAGNETI MARELLI	Fabien PAGANELLI	(14) 729 7714			BP 214	NANTERRE	FR		92000	December 31 1999
Mazda's Hogskola SWEDEN	Ulf Bjurman	(2) 110-3102	Inst for Elektroteknik	Box 883		S-721 23 Vasteras	SE			November 30 1999
Manchester Metropolitan University UK	Fred Smith	(161) 247-1664	Dept of Electrical & Electronic Eng	Chester Street		Manchester	GB		M1 5GD	June 30 2000
Marconi Aerospace Systems, Inc Wayne NJ	Rich Morgese	(973) 633-4418	164 Totowa Rd			Wayne	NJ	US	07474-0975	March 31 2000
Marconi Avionics CSSD, Milton Keynes UK	Mark Humphrey	01908 483124	Foanlinter Drive	Linford Wood		Milton Keynes	BUCK	GB	MK14 6LA	March 31 2001
Marconi Avionics RCSD, Crewe Tull UK	Kevin Moore	0131 343 4690	Crewe Toll	Ferry Road		Edinburgh	GB		EH5 2XS	March 31 2000
Marconi Avionics RCSD, Portsmouth UK	Steve Sicketley	01705 22	Browne Lane	The Airport		Portsmouth	GB		PO3 5PO	March 31 2001
Marconi Avionics RCSD, Silverknowes UK	Kenneth Weir	0131 343 5054	Ferry Road	Silverknowes		Edinburgh	GB		EH4 4AD	March 31 2002
Marconi Avionics RCSD, Stanmore UK	Chris Geegory	0181 420 3654	The Grove	Warren Lane		Stanmore	MSEX	GB	HA7 4LY	December 31 1999
Marconi Avionics SCSD, Basildon UK	Simon Collins	01268 885287	Christopher Martin Road	Airport Works		Basildon	GB		SS14 3EL	March 31 2002
Marconi Avionics, Rochester UK	Robert Cooper	01834 644400 x4657	Avionics Systems Division	Airport Works		Rochester	KNT	GB	ME1 2XX	March 31 2001
Marconi Avionics South Gyle UK	Steven Reilly	0131 314 8289	Avionics Systems Division	1 South Gyle Crescent		Edinburgh	GB		EH12 9HQ	March 31 2001
Marconi Communications, Chelmsford UK	David Theadom		New Street			Chelmsford	GB		CM1 1PL	March 31 2000
Marconi Research, Great Baddow UK	Clive Miller	01245 242532	West Hainingfield Road	Great Baddow		Chelmsford	GB		CM2 8HN	March 31 2002
Matsushita Denkoh Lighting System SB 02P3	YASUKO				1048 oaza kadoma	kadoma city	OSAK	JP	571	August 31 2000
Matsushita Denkoh R&D SB 022P	YASUKO				104B, oaza kadoma	kadoma city	OSAK	JP	571	November 30 2000
Matsushita Electric Corp (MECI R&D SB 0376	YASUKO					NAGAKAKYUO CITY	KYOT	JP	617	March 31 2000
Mayo Foundation Rochester, MN	Dan Glascock	(507) 264-1850			200 First St SW	Rochester	MN	US	55905	April 30 2000
Mazda Yokohama R&D Center SF 0187	YASUKO				kanagawaku	Yokohama	KANA	JP	221	December 31 1999



Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	MainEmpDt
Mitsubishi Electric	Harris Ng	(248)354-650-6161	Suite 207	24450 Evergreen Road		Southfield	MI	US	48075	April 10, 2000
Metro North Commuter Railroad	Paul Chertig	(914)271-1747			347 Madison Avenue	New York	NY	US	10017	October 31, 2000
MGE UPS systems	Isabelle STAUD	04 76 18 33 17		140 avenue Jean Kuntzmann	SAINT-SMIER CEDEX	SAINT-SMIER CEDEX	FR	FR	38134	December 31, 1999
Micri-Switch	Norman Heyan	(815)266-3159	Box 520	11 West Spring St	Fresport	Fresport	IL	US	61032	December 31, 1999
Mitsubishi Electric SW DEN	Aime Lindstrom	(4885) 802 4513		Brutrovagen 1	S-175 28 Jafalla	S-175 28 Jafalla	SE	SE		December 31, 1999
MIT JAPAN SB-0150	YASUKO		Industrial Electronics		1-1-4, Inokubo	tsukuba city	IBAR	JP	305	March 31, 2000
Mitsubishi Electric CCL SB 0029/0157	YASUKO		POWER DEVICE DIVISION		2-5, Isakaguchi honmachi	Amagasaki	HYOG	JP	661	March 31, 2000
MITSUBISHI ELECTRIC FUKUOKA SB-YASUKO	YASUKO		POWER DEVICE DIVISION		1-1-1 IMAJUKU HIGASHI	NISHI-KU	FUKO	JP	819-01	March 31, 2000
0175-0199	YASUKO				1, Nishinachi	Inazawa	AICH	JP	492	April 30, 2000
Mitsubishi Electric Inazawa Works SB-	YASUKO				8-1-1, Isakaguchi honmachi	amagasaki city	HYOG	JP	661	March 31, 2000
0012/0035	YASUKO				1, bakazusho	nagokakyo city	KYOT	JP	617	November 31, 1999
Mitsubishi Electric Kyolu SB 0216	YASUKO		Nagoya Works	1-14 Yada-Minami 5-Chome	Higashi-Ku	Nagoya	AICH	JP	461	March 31, 2000
Mitsubishi Electric Nagoya Works SB-	YASUKO									
0066	YASUKO				3-5 Kamemachya	Kamakura-city	KANA	JP	247	March 31, 2000
Mitsubishi Precision SB 0169	G. Rajagopathy	91 80 5276868	5005 East McDowell		Japur	Japur	IN	IN		March 31, 2000
Mokai Nihon Regional Engg. College	Frederick James	(480) 814-4362	5005 East McDowell		Phoenix	Phoenix	AZ	US	85008	December 31, 1999
Motorola Inc.	Kellie Vanda	(002) 814-3388	Taylor's Road	Stiffold	Phoenix	Phoenix	AZ	US	85008	June 30, 2000
Motorola Inc.	Ian Daniel	01462 831169			Melch	Melch	HERT	GB	SG5 4AY	December 31, 1999
Motorola AEG Stiffold UK	Quentin Gunn	089 92103 327		Schulzbogen 7	München	München	DE	DE	D-81829	December 31, 1999
Motorola GmbH	Wolfgang Götzemberger	089 92103 231		Schulzbogen 7	München	München	DE	DE	D-81829	December 31, 1999
Motorola Nippon SB-0127	YASUKO		Bozery Nemcove 1720		2-9-1 Azeclon Izum	Sanda City	MIYG	JP	98132	December 31, 1999
Motorola Ruzhuy	Jaromir Stricha	00420 651 867 121	Product Sector	2733 S. Albright Road	Roznov p R	Roznov p R	CZ	CZ	CZ-75861	June 30, 2000
Motorola Semiconductors	Kim Gauhan	(785) 455-5119	Silicon Harbour Center	2 Dai King Street	Kokomo	Kokomo	IN	US	48902	November 30, 1999
Motorola Semiconductors Hong Kong	Lily Yung				Tai Po N T	Tai Po N T	HK	HK		December 31, 1999
Ltd	Christophe OGER	(56) 119-9881	Centre Electronique de Toulouse							
MOTOROLA Semiconductors S.A.	Jean-Jacques ROLLAND	(56) 119-9006	Centre Electronique de Toulouse		Av du General Essenhower,Le Miral	TOULOUSE CEDEX	MPY	FR	31023	December 31, 1999
MOTOROLA Semiconductors S.A.	Suzanne BIGANZOLI	(56) 119-9238	Centre Electronique de Toulouse		Av du General Essenhower,Le Miral	TOULOUSE CEDEX	MPY	FR	31023	December 31, 1999
Motorola, Inc. Boynton Beach, FL	Mary Macle	(561) 739-2391	41700 - 6 Mile Road		Av du General Essenhower,Le Miral	TOULOUSE CEDEX	MPY	FR	31023	December 31, 1999
Motorola, Inc. Northville, MI	Jeff Reiter	(248) 347-7919	41700 - 6 Mile Road		Boymton Beach Blvd	Boymton Beach	FL	US	33426 8292	December 31, 1999
Motorola Inc. Northville, MI	Yibing Dong	(248) 347-7952	M/S 53	4000 Commercial Ave	Northville	Northville	MI	US	48167	May 31, 2000
Motrola Inc AEG Northbrook, IL	Robert Hou	(847) 480-5644	1750 Belle Meade Court		Northville	Northville	MI	US	48167	July 31, 2000
Motrola, Inc. Energy Systems Group Lawrenceville, GA	Mark Zankowsk	(770) 338-3004	1300 N Alma School Rd		Northbrook	Northbrook	IL	US	60062	December 31, 1999
Motorola, Inc. SPS/NCSP/PCD/TSO	Roxanne Evorak	(602) 814-3968	Advanced Design Technology		Lawrenceville	Lawrenceville	GA	US	30043	April 30, 2000
Motorola, Inc. SPS/ST/ADT	Tony Campbell	(602) 413-7300	Design Systems Engineering		Chandler	Chandler	AZ	US	85224	February 28, 2000
Motorola Inc. SPS/ST/UDSL/DSE	Heleen Zurno	(602) 413-5650	Doakin Systems Engineering		Tempe	Tempe	AZ	US	85284	January 31, 2000
Motorola, Inc. SPS/ST/UDSL/DSE	Roy Ellis	(602) 413-5743			Tempe	Tempe	AZ	US	85284	December 31, 1999
Motorola, Inc. SPS/ST/UDSL/DSE	Yana Tatarovich	(617)2251009-4221			Tempe	Tempe	AZ	US	85284	December 31, 1999
Muraki Nagoya Institute of Technology SB-UN82	YASUKO				Nagoya	Nagoya	AICH	JP		March 31, 2000

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	Country	Postal Code	MaintExpDt
Nagoya University SR J270	YASUKO				chigusaiku	Nagoya	AICH	JP	464-01	March 11, 2000
Nanyang Technological Inst	Kathy Goh	(66025) 342-9900	School of EE	nurocho	Nanyang Ave			SG	2263	January 31, 2000
NARI Automation Corporation	Wang Xiaohu	(86631) 577-6085	No 24 Callinang 7 R&D	VI Science Park		Nanyang		CN	210003	March 31, 2000
National Center for High Performance Computing	Chih-Min Yeh					Hsinchu		TW		May 31, 2002
National Taiwan University	Bruce Tanyi	RR 611 480 2720	Dept of Electrical Engineering		Chai Chee Industrial Park	TAIWAN		TW	1846	August 31, 2002
National University of Singapore	Erica Lum	(65) 777 8099	750E Chai Chee Rd #07-03/04	VLSI Circuit Design	Chai Chee Industrial Park			SG	1846	December 31, 2002
National University of Singapore	Lian Yohy	(65) 777 8099	750E Chai Chee Rd #07-03/04	VLSI Circuit Design	Chai Chee Industrial Park			SG	1846	December 31, 2002
Naval Surface Warfare Center Crane IN	Russel Crow	(812) 854-6397	101 Sirauss Avenue		300 Hwy 361	Crane	IN	US	47522-5000	March 31, 2000
Naval Surface Warfare Center Indian Head, MD	Pablo Lopez	(301) 743-4000	101 Sirauss Avenue			Indian Head	MD	US	20640-5036	August 31, 2000
Navistar Int Transportation Corp Ft Wayne IN	Lynn Frauniger	(219) 461-1302	2911 Meyer Road			Fl Wayne	IN	US	46803	September 30, 2000
NEC Analog SB-0018/0286	YASUKO		1753 Shimonumabe		Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC Consumer LSI #3 SB-0064	YASUKO		1753 Shimonumabe		nakaharaku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC Electronics (Europe) GmbH	Christa Schdzik	0211 6503 366	Oberlath Str 4		Dosseldorf			DE	D-40472	March 31, 2000
NEC Engng/Densho SB-0318	YASUKO		499-1 Ichirotsubo		nakaharaku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC Fund Resch Lab SB-0163	YASUKO		NEC Ichirotsubo Building		tsutsumi city	IBAR	JP	305	March 31, 2000	
NEC IC Micron System / ASSP #2 SB-0251/0270	YASUKO		2nd ASSP Development Dept.		403-53 Kouyugochi 1- chome, Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC IC Micron System / ASSP #3 SB-0271/0303	YASUKO		3rd ASSP Development Dept		chome, Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC Printer SB-0041	YASUKO		Printers Division		1-10, Nishincho	Fuchu City	TOKY	JP	163	March 31, 2000
NEC SEMICONDUCTOR SB-0130	YASUKO		Car Electronics development		Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC Semiconductor Solution SB-0370	YASUKO		System ASIC Division		Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC System ASIC #2 #3 #4 SB-00200237	YASUKO		System Micro #5		Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC System LSI C&C SB-0021/0267	YASUKO				Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC System Micro #2 /#5 SB-0028/0209/0269	YASUKO				Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC ULSI Bipolar SB-0253	YASUKO				Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
NEC ULSI Systems Lab SB-0054/0210	YASUKO				Nakahara-Ku	KAWASAKI	KANA	JP	211	March 31, 2000
Neu-Technikum Buchs	Heinz Hagmann	+41 81 7553 372	ULSI Systems Development	Waldenbergstr. 4		Buchs	CH	CH	CH-9470	February 28, 2000
Newport News Shipbuilding	Eric Nguyen	(757) 688-6034	Laboratories			Newport News	VA	US	23607-2770	April 30, 2000
Newport News Shipbuilding	Jacob Vermulst	(757) 688-3516	4101 Washington Avenue			Newport News	VA	US	23607-2770	March 31, 2000
Newport News Shipbuilding	Mohamed Belkhalaf	(703) 416-2886	4101 Washington Avenue			Newport News	VA	US	23607-2770	June 30, 2000
Nippon Seiki SB-0385	YASUKO		4101 Washington Avenue			Newport News	VA	US	23607-2770	June 30, 2000
Nissan Yakusuka SD 0361	YASUKO				1- natsunomacho	NAGAOKAKYDU CITY	MIG	JP		March 31, 2000
Nissan/Zama Works SB-0425	YASUKO					CITY				March 31, 2000
Nokia Mobile Phones Oulu FINLAND	Sauk Haavala	(35881) 550-1558	Elektronikkatie 10			Yokosuka city	KANA	JP	237	December 31, 1999
North Nippon Oh	Yan Foh Liu	(613) 631 3937	185 Carleton Road	Corner of Moodle Drive		Zama		FI	FIN 90570	August 31, 2000
Northwestern University Boston, MA	Brad Lehman	6-3740	360 Huntington Ave			Oulu		FI	FIN 90570	August 31, 2000
Northwestern University	Khoi Bangkh		Dept of Electric Engineering			Nepaan	ON	CA	K2H-8V4	March 31, 2000
Northwestern University	Zeng Guohong	(310) 349-6377	Dept of Electric Engineering			Boston	MA	US	2115	February 28, 2000
Northrop Corporation Hawthorne CA	John Siskink					Beying City		CN	100044	November 30, 2002
						Beying City		CN	100044	November 30, 2002
						Hawthorne	CA	US	90250-1277	March 31, 2000

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address	City	State	Country	Postal Code	MaintExpDt
Burdick Corporation	James Murray	(407) 951-5000	2000 West NASA Blvd			Melbourne	FL	US	32902	August 31, 2000
Montrose Strumman	Michael Truempson	(410) 765-3025	Elec Sensors & Sys Div		7323 Avalon Blvd	Baltimore	MD	US	21240	March 31, 2000
Burdick Strumman	Douglas Clark	(410) 552-2909	7401 Sykesville Road			Sykesville	MD	US	21784	February 28, 2000
NPOI INDIA	G. Ragupathy	91 80 5276866	Gov of India Ministry of Defense	Research & Development Org.	Naval Physics & Oceanographic Lab	Thiruvananthapuram	IN	IN	5101	March 31, 2000
NSIT (Noida) Subhas Inst. of Tech)	G. Ragupathy	91 80 5276866	Dept of Electrical Power Engrg			Delhi	IN	IN		March 31, 2000
NTNU Trondheim NORWAY	Roy Nielsen	(477) 359-4240				N-7034 Trondheim	NO	NO		March 31, 2000
NTI OPT-Electronics SB 0242	YASUKO			162. shirakata-shirane	tsukamura	nakagun	JP	JP	319-11	March 31, 2000
OKI Electric GAs SB-0008	YASUKO				550-S. Higashi- azakawacho	Hachioji	JP	JP	193	March 31, 2000
OKI Electric Integrated Design SB 0001	YASUKO		Integrated Design		minamaku	chiba city	JP	JP	261-01	March 31, 2000
Opel AG	Hartmut Henz	06142 766151				Russelsheim	DE	DE	D-65428	October 31, 2000
Opel AG	Thomas Oehl	06142 801758				Russelsheim	DE	DE	D-65428	October 31, 2000
Orbital Sciences Corporation	Karl Noah	(301) 428-6071				Germentown	MD	US	20874	March 31, 2000
Osaka University SB 0436	YASUKO				20301 Century Blvd	Germentown	MD	US	20874	March 31, 2000
Oscram GmbH	Rene Twezdrik	08669 33 539				Trarup	DE	DE	D-83301	March 31, 2000
Ozaya Sykawa Development, Inc.	Fred Whitney	(978) 750-1727	71 Cherry Hill Drive			Beverly	MA	US	1915	March 31, 2000
Oris Elevator Company	Joe Merola	(860) 676-6184	1 Farm Springs Road			Farmington	CT	US	06032	September 30, 2000
Pennsylvania State University	Bob Seifridge	(814) 865-5567	EE Dept. & ARL			University Park	PA	US	2526	June 30, 2000
PEUGEOT SPORT	Pierre GAUTHIER	(33) 070-2373		3 rue Latécoère	B.P. 68	VELIZY- VILLACOUBLAY	FR	FR	78143	December 31, 1999
Philips Research Branciff Manor, NY	Gurish Patel	(914) 945-6423	345 Scarborough Road			Branciff Manor	NY	US	10510	December 31, 1999
Philips Semiconductors Hamburg	Jürgen Krietschmer	040 5813 2018	Röhren- und Halbleitertechnik	Stressmanagement 101		Hamburg	DE	DE	D-22529	February 28, 2000
Philips Semiconductors, Nijmegen	A. van der Wal		Garnsweg 2				NL	NL		March 31, 2000
HOLLAND	Nick Koper	00 31 5990 32429	Elektronikweg 1				NL	NL		November 30, 2000
Philips Semiconductors Stadskanaal										
HOLLAND										
PICT	G. Ragupathy	31 80 5276866				Oeterode	IN	IN	March 31, 2000	
Piller GmbH	Matthias Grammel	05522 311 359					DE	DE	D-37520	December 31, 1999
PMES UK	Kevin Moses	01889 585151	PMES				GB	GB	WS15 10R	June 30, 2000
Prince Corporation	Mohana Sethuraman	(616) 394-2412	One Prince Center			Holland	MI	US	49423	November 30, 1999
PSA PEUGEOT/CITROEN	François BELLIAR	33 1 69 18 76 18	DTII/PMT/MT	62 Boulevard Victor-Hugo		NEUILLY-SUR- SEINE CEDEX	FR	FR	92208	December 31, 1999
PSA PEUGEOT/CITROEN	Edwige THOREY	01 56 47 83 29		Charlebourg/La Garenne	18 rue des Fauvelles	COLOMBES CEDEX	FR	FR	92256	December 31, 1999
PSA PEUGEOT/CITROEN	Patrick ROYER	01 56 47 83 23		Charlebourg/La Garenne	18 rue des Fauvelles	COLOMBES CEDEX	FR	FR	92256	December 31, 1999
PSA Peugeot Citroen	Frederic QUENTIN	(33) 1 36-2592		Roue de Gisy		VELIZY VILLACOUBLAY	FR	FR	78140	December 31, 1999
PSA Peugeot Citroen	Edwige THOREY	01 56 47 83 23	DETA/MSC/TEA	DETACAR/EQU	B.P. 16	La Garenne- Colombet	FR	FR	F 92250	December 31, 1999
PSA Peugeot Citroen	Eric BERGLIER	(33) 746-5376	DETA/MSC/TEA	DETACAR/EQU	B.P. 16	La Garenne- Colombes	FR	FR	F 92250	December 31, 1999
PSA Peugeot Citroen	Christophe GUYON	(33) 1 31 31 31 31	1287 Eclaircie (representing)			W Lafayette	LA	US	70007	September 30, 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	MaintE#PDI
Quantum Consultants Inc. E Lansing, Leve Martin MI	Quantum Sun	(517) 236-2211	4660 S. Highpoint Suite #290			East Lansing	MI	US	48823	March 31, 2009
Quantum Consultants Inc. E Lansing, Ontario Sun MI	Quantum Sun	(810) 216 9454	4660 S. Highpoint Suite #290			East Lansing	MI	US	48823	March 31, 2009
Queen's University Ontario, CANADA	P. Rose	(613) 533-2804	Butterill Hall			Kingston	ON	CA	K7L 3N6	March 31, 2000
Queen's University Ontario, CANADA	Sharif, Gushong	(416) 599-8777	Butterill Hall			Kingston	ON	CA	K7L 3N6	March 31, 2000
Raychem Corporation	Alan Glendonig	(650) 361-2766	300 Constitution Drive			Menlo Park	CA	US	94025	April 30, 2000
Raytheon Systems Co. ED5G E1	Jam Smith	(310) 607 7629	2000 E. El Sagundo Blvd			El Sagundo	CA	US	90245-0902	March 31, 2009
Raytheon Systems Company	Bruce Botzovich	(805) 562-2380	75 Coronar Dr.			Goleja	CA	US	93117 3090	December 31, 1999
Raytheon Systems, Glenhillies UK	Richard King	(972) 344-5074	Queensway Industrial Estate			Glenhillies	FIFE	GB	KY7 5PY	June 30, 2000
Raytheon TI Systems	Dale Stroutman		13532 North Central Expressway			Dallas	TX	US	75243	March 31, 2000
REC Surat, INDIA	Dhiren Patel	91 261 228 394	Computer Engrg.			Surat, Gujarat	IN	IN	395 007	March 31, 2000
REC Warangal, INDIA	G. Ragubathi	91 80 5276966					IN	IN		March 31, 2000
Regional Engg College (REC)	G. Ragubathi	91 80 5276966					IN	IN		March 31, 2000
RENAULT	Jean-Charles BERLIOUX	01 34 95 73 91	Technocentre Renault	1 avenue du Golf		Trocy	FR	FR	78288	May 31, 2000
RENAULT	Philippe VAQUEZ	(33) 495-2919	Technocentre Renault	1 avenue du Golf		CEDEX	IDF	FR	78288	December 31, 1999
RENAULT VI	Gaudens BERTOLACCI	(47) 296-6375	Direction des Etudes et de la Recherche	Rue Amadeo	B.P. 310	CEDEX	IDF	FR	78288	December 31, 1999
Research & Development Establishment	G. Ragubathi	91 80 5276966				VENISSIEUX	ANAL	FR	69635	December 31, 1999
Research Centre Inmural, INDIA	K. Murthy	(519) 888 746-5309	295 Philip St			Waterloo	ON	CA	N2L 3W8	March 31, 2000
Research in Motion Ltd. Waterloo, Ontario	John Wynen									September 30, 2000
Hiken Science, SB 0414	YASUKO									December 31, 1999
Robert Bosch GmbH, FV:FLU/FLO	Rennard Neul	0711 811-6808	FV/FLO & FLI	Robert-Bosch-Platz 1	Postfach 10 60 50	Stuttgart	DE	DE	D-70839	December 31, 2000
Robert Bosch GmbH, FV/FLU/FLO	Thomas Presner	0711 811-6457	FV/FLO & FLI	Robert-Bosch-Platz 1	Postfach 10 60 50	Stuttgart	DE	DE	D-70839	December 31, 1999
Robert Bosch GmbH, K13/8/9/FV	Helmut Meyer	0711 811 34854		Robert-Bosch-Str. 2	Postfach 30 02 40	Stuttgart/Schwab	BNWG	DE	D-71701	October 31, 2000
Robert Bosch GmbH, K13/8/9/FV	Thomas Hinz	0711 811 33826		Robert-Bosch-Str. 2	Postfach 30 02 40	Stuttgart/Schwab	BNWG	DE	D-71701	March 31, 2000
Robert Bosch GmbH, K13/8/9/FV	Wolfgang Haas	0711 811 20687		Robert-Bosch-Str. 2	Postfach 30 02 40	Stuttgart/Schwab	BNWG	DE	D 71701	October 31, 2000
Robert Bosch GmbH, K4	Claus Schmederer	07223 82-2791		Hauptstraße 34	Postfach 1163	Bühlertal	DE	DE	D-77830	March 31, 2000
Robert Bosch GmbH, K5	Traugott Degler	0711 811-52182		Wernerstraße 51	Postfach 30 02 40	Stuttgart	DE	DE	D 70442	September 30, 2000
Robert Bosch GmbH, K8	Dieter Jetter	49 7121 35 2692		Tübingerstr. 123	Postfach 13 42	Reutlingen	DE	DE	D-72762	March 31, 2000
Robert Bosch K9/ES	Sven Hartmann	0711 811 34049		Robert-Bosch-Str. 2	Postfach 30 02 40	Stuttgart	BNWG	DE	D-71701	March 31, 2000
Rochester Instrument Systems	Larry Hooge	(716) 238-4990		255 North Union Street		Rochester	NY	US	14605-	May 31, 2000
Rockwell Collins, CAGI	Jerry Roland	(819) 295-4330	CAGD	McS 106-180	350 Colons Road NE	Cedar Rapids	IA	US	52498	April 30, 2000
Rockwell Collins Inc. Melbourne FL	Christopher Meehan	(407) 768-7469	1100 W Hibiscus Blvd			Melbourne	FL	US	32901	April 30, 2000
Rolls Royce Aircraft, Bristol UK	Nigel Beagrie	0117 979 6055	PO Box 3	Filton		Bristol	GB	GB	BS12 7QE	March 31, 2000
Rolls Royce & Associates, Derby UK	Russell Bernidge	01332 661461	PO Box 2000			Derby	DBYS	GB	DE21 7XX	February 28, 2000
Home Journalism-FRAX	Steve Drager	(315) 300-2735	525 Blocks Rd			Rome	NY	US	17441	September 30, 2000
SAC, AHMEDABAD, INDIA	U. J. Bhatt	(91) 79 656 0598		Jodhpur Tatra		Ahmedabad	IN	IN	380 053	March 31, 2000
SAC, Ahmedabad	Nayan Shukla	(91) 79 444 7742		PO Box 5800		Ahmedabad	IN	IN		March 31, 2000
Sarda Networks, Inc.	Buddy Watts					Albuquerque	NM	US	87121	September 30, 2000

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	MaintE.pDt
Siemens Franks SWEFEN	Anna Lindell	+46 8 553 82601				SE 151 87	SE	SE	151 87	June 30, 2000
Seagate Technology	Scotts Valley CA Maurizio Cuevas	18311 439 /161	4565 Scotts Valley Drive			Soderafte	CA	US	95066	August 31, 2000
Soken Epson SB 1036	YASUKO					Scotts Valley		JP	392 8502	March 31, 2000
Soken Epson Corporation	Yana Tarasenko	(617 225) 009-4221	3-3-5 Owa, Suwa-Shi			Naganoken	JP	JP	392 8502	February 28, 2000
Sony/Epson SB 0393	YASUKO	(605 339) 010-0351	3200 Sencore Drive				SD	US	57107	October 31, 2000
Sencore, Inc	Mike Stolin					Sioux Falls		JP	57107	January 31, 2000
Shurt/Otto Electronics SB 0426	YASUKO							DE	0 91056	December 31, 1999
Siemens A&D Fraunhofer	Benno West	09131 98 2831	Fraunhoferstr. 80	Postfach 3269		Erfangen	DE	DE	0 91056	December 31, 1999
Siemens AG	Not Available	Not Available	Hennrich-Adolfs-Str. 1-3			Brake	DE	DE	D-26919	March 31, 2000
Siemens AG Österreich EWW	Hans-Peter Kastner	+43 1 1707 23985	EWV Elektronikwerk Wien			Wien	AT	AT	A 1210	March 31, 2000
Siemens Alparatra, GA	Rued Arnold	17701 740-3692	Energy & Automation Industrial Systems	100 Technology Drive		Alparatra	GA	US	30005-3900	December 31, 1999
SIEMENS Automotive	Marie-Françoise RIPALDA	(56) 119-8644	2400 Executive Hills Drive	Avenue du Metal	BP 1149	TOULOUSE CEDEX	MPY	FR	31036	October 10, 2000
Siemens Automotive, Auburn Hills MI	Robert Cook	(248) 253-2729	Technology Drive	Beeston		Auburn Hills	MI	US	48326-2980	September 30, 2000
Siemens Comms Beeston UK	Mick Goddard	0115 943 4981	FR IC Design Center	755 College Road East		Nottingham	NTTM	GB	NG9 1LA	March 31, 2000
Siemens Corporate Research Princeton, NJ	Stan Blakey	(609) 734-6590	2421 Sunburst Drive			Princeton	NJ	US	08540-6632	March 31, 2000
SILICA Inc.	Don Barhart	(970) 204-0057	Electronic & Comm	500 Dover Road		Fort Collins	CO	US	80525	July 31, 2000
Singapore Polytechnic	Eric Cheung Lai Yip	65 772131	Electronic & Comm Engrg Dept	500 Dover Road		Singapore		SG	139 651	January 31, 2000
Singapore Polytechnic	Philip S M Chan	65 772131	Electronic & Comm Engrg Dept	500 Dover Road		Singapore		SG	139 651	January 31, 2000
Singapore Polytechnic	Ravindra Joshi	65 772131	Electronic & Comm Engrg Dept	500 Dover Road		Singapore		SG	139 651	January 31, 2000
Singapore Polytechnic	Xia Wei	65 772131	Electronic & Comm Engrg Dept	500 Dover Road		Singapore		SG	139 651	January 31, 2000
SINCF	Oliver HOLTMANN	(141) 018-6812	Direction de l'ingenierie	162, rue du Faubourg St Martin		PARIS CEDEX 10 IDF	IDF	FR	75475	June 30, 2000
SQERN	Eric JEUDY	(14) 595-7129	20, ave Descartes			LIMEIL-BREVANNES	IDF	FR	94451	March 31, 2000
SRON HOLLAND	Piet de Goene		Sorbomalaan 2			CORNAREDO (MI)	LMBD	NL	20010	December 31, 1999
ST Microelectronics	Rosa Augusto		Via Tolomeo, 1			CORNAREDO (MI)	LMBD	IT	20010	December 31, 1999
ST Microelectronics	Yana Tarasenko	(617 225) 009 4221	Via Tolomeo, 1			CORNAREDO (MI)	LMBD	IT	20010	August 6, 2000
ST Microelectronics	Peter Birkenshofer	08092 69 266	Haching 17			Graibing / Munchen		DE	D 85567	December 31, 1999
Sinker Corporation SUPELEC	Chris Philipp Bruno LORCET	(6163237) 700-3392 (16) 985-1510	Instruments EEI	4100 East Maham Avenue		Kalamazoo	MI	US	49001	November 30, 1999
SYLEA	Jean-Pierre BAUDRY	(13) 085-3900	820 Bear Tavern Road Suite 106	Plateau du Moulon		GIF-SUR-YVETTE CEDEX	IDF	FR	91102	January 15, 2000
System Design Circuits Inc	Joe Trounfan	(609) 565 9008	Entwicklung Software			MONTIGNY LE BRETONNEUX	IDF	FR	78180	November 30, 1999
SZ Telesysteme AG	Walter Hagi	08075 17-249	Wasserbürger Str. 44			Wett Trenton	NJ	US	8628	December 31, 1999
Technische Universität Dresden	Andreas Binner	0351 463 3379	Helmholtzstr. 18, Bauhausbau			Amerang	DE	DE	D-83123	March 31, 2000
Technische Universität Dresden	Ralf Göttsche	0351 463 2698	Helmholtzstr. 18, Bauhausbau			Dresden	DE	DE	D 51269	July 31, 2000
Technische Universität München	Oliver Ruesen	089 289 28519	Bauhausbau			Dresden	DE	DE	D 31069	January 31, 2000
Technische Universität Wien	Felix Hirnalmistler	+43 1 58601 15977	Alcriststraße 21			München	DE	DE	D 80333	November 30, 1999
TELECOM FRANKS	Jean-François NAVIGÉ	(14) 563 4036	Gustausstr. 27-29			Wien	AT	AT	A 1040	September 30, 2000
TELECOM FRANKS	Jean-François NAVIGÉ	(14) 563 4036	30, rue Barraud			Paris CEDEX 11 IDF	IDF	FR	75014	December 31, 1999

Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Countr Postal Code	MaintExpDI
LEMIC Teichbunken Mikroelektronik GmbH	Joachim Hynsland	0341-381 2405		Ringstr. 17		Ingolstadt		DE 85057	July 31 2000
Texas Instruments Dallas	David Newman	972-480 2426	P O Box 660190		117 Jeta Kaname	Dallas	TX US	75206	December 31 1999
Tokai University SB-0053	YASUKO		Electronics Division		227. Yaesu	hirasuka city	KANA JP	259-12	June 30 2003
Toshiba Printing Yaesu SB 0235	YASUKO				1. Toishiba-cho	Chuo-ku	TOKY JP	104 0028	July 10 2000
Toshiba Corporation Fuchu Works SB-0151/SB 0152	YASUKO		Small Motor Development Center		isopoku	Fuchu-Shi	TOKY JP	183	March 31 2000
Toshiba Iwago SB-0036	YASUKO					yokohama city	KANA JP		March 31 2000
Toshiba IEC SB 0418	YASUKO					Kawasaki	JP		December 31 1999
Toyo Denki Ind'l Factory SB-0220	YASUKO				4-6-32. tougaya	ebina city	KANA JP	243-04	January 31 2000
Toyota Auto Learn Works SB-0043	YASUKO				2-1 toyuacho	Kanva city	AICH JP	448	December 31 1999
Transtar Navigation Sunnyvale, CA	Mart Nagel	(408) 481-7201	580 Maude Court			Sunnyvale	CA US	94086	June 30 2000
TRW Automotive Livonia MI	Wei Zhan	(734) 266-5871	Sys. Design & Analysis			Livonia	MI US	48150	March 31 2000
TRW Fahrzeugtechnik GmbH & Co KG Ulrich Backes	Ulf Ulrich Backes	07732 809 947	Transportation Electronics Division		Postfach 14 20	Redolfzell	DE	0 78315	June 30 2000
TRW, Inc	Asaad Mokki	(248) 442-5298	24175 Research Drive			Farmington Hills	MI US	48335	January 31 2000
Unirode Corporation	Paul Bompastore	(603) 429-8637	7 Continental Blvd			Merrimack	NH US	2642	June 30 2000
Unirode Corporation	Kurt Hesse		Suite 120		111 Corning Road	Cary	NC US	0399	June 30 2000
Unirode Corporation	Ann Nguyen		4010 Moorpark Avenue		#220	San Jose	CA US	95117	June 30 2000
Univ Federal de Uberlandia BRAZIL	Dr Darizon Andrade				UFU - Campus Santa Monica	Uberlandia MG	BR	38400 902	March 31 2003
Univ Federal de Uberlandia BRAZIL	Henriello Bronzeado	55 81 229 4087 4059			UFU Campus Santa Monica	Uberlandia MG	BR	38400 902	October 31 2000
Univ Federal de Uberlandia BRAZIL	Jose Carlos de Oliveira	55 34 236 5099			UFU Campus Santa Monica	Uberlandia MG	BR	38400 902	March 31 2003
Univ Federal de Uberlandia BRAZIL	Prof. Ediberto Tenreiro				UFU - Campus Santa Monica	Uberlandia MG	BR	38400 902	June 30 2000
Univ Federal do Rio de Janeiro	Edson Watanabe	(5521) 260-5010			Caixa Postal 68504	Rio de Janeiro	ROJN BR	21945-970	June 30 2000
Univ of South Carolina Columbia SC	Jorn Mookan Carlos	(803) 777-6784 (3494) 129 9499			Elec & Computer Edificio Politecnico	Columbia	SC US	29208	September 30 2000
UNIVERSIDAD DE LA RIOJA	RODRIGUEZ Abelardo	-34 976762111			Logroño	Logroño	RJLA ES	26004	June 30 2000
UNIVERSIDAD DE ZARAGOZA	MARTINEZ Andres LLOMBART	976 76 19 25			ZARAGOZA	ZARAGOZA	ARGN ES	50015	June 30 2000
UNIVERSIDAD DE ZARAGOZA	ESTOPINAN				ZARAGOZA	ZARAGOZA	ARGN ES	50015	June 30 2000
UNIVERSIDAD PUBLICA DE NAVARRA	Peio Galzco	34 9 48 168 255			Campus de Arnedo SA	PAMPLONA	NVRA ES	31006	June 30 2000
Universitat Hannover Leistungslab	Werner Diener	0511 782 3769			Appelstr 9a	Hannover	DE	D 30167	November 30 1999
Universitat Hannover Mikroelektronik	Ralf Popp	0511 782 19654			Appelstr 4	Hannover	DE	D 30167	December 31 1999
Universitat Bochum	Stefan Buttmann	0234 700 6652			Universitätsstr. 150	Bochum	DE	D 44780	September 30 2000
Universitat Bremen	Dagmar Peters	0421 218 00			Kulstener Str 1	Bremen	DE	D 28334	December 31 1999
Universitat der Bundeswehr	Oskar Kukarik	089 6004 3655			Werner Heisenberg-Weg	Neuburg	DE	D 85579	June 30 2000
Universitat der Bundeswehr	Manfred Rubel	040 6541 2766			Holtenhohlweg 65	Hamburg	DE	D 22008	November 30 2000
Universitat Duerburg	Georg Peitz	0203 3783 290			Trinkensir 61	Duerburg	DE	D 47057	June 30 2000
Universitat Erlangen	Harald Grams	09131 85 78689			Cauerstr. 6	Erlangen	DE	D 91058	June 30 2000
Universitat Kassel/Leitern	Sommer	0631 705 3146			Erwin-Behndinger-Str	Kassel/Leitern	DE	D 97863	March 31 2000
Universitat Magdeburg	Wolfgang Fischer	0391 671 2402			Universitätsplatz 2	Magdeburg	DE	D 39106	June 30 2000
Universitat Stuttgart	Michael Sustermann	(0711) 21 4180			Breitscheidstr. 2	Stuttgart	DE	D 70174	June 30 2000

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Company Name	Contact Name	Contact Phone	Address 1	Address 2	Address 3	City	State	Country	Postal Code	Maint Exp Dt
UNIVERSITE DU QUÉBEC	Patrick VILLESUZANINE	(514) 644-8345	LABORATOIRE IXL (CMRS)	351, cours de la Libération		TALENCE	CEDEX	FR	33400	December 31 1999
Universiti Putra Malaysia	Norman Mahmud	(603) 948-6101	43400 Serdang Selangor					MY		May 31 2000
Universiti Putra Malaysia	Yousif Adnan	(603) 948-6101	43400 Serdang Selangor					MY		May 31 2000
University College Cork (IRE) AMC	Robert Yacamini	353 21 90	School of Electronic Engineering		University College	Cork		IE		November 30 1999
University of Birmingham UK	Andrew Foxsyth	(21) 414-3495	School of Electronic & Electrical Eng			Birmingham	WM	GB	B15 2TT	February 28 2000
University of Birmingham UK	Dr C.J. Goodman	(21) 414-4287	School of Electronic & Electrical Eng	Edgbaston		Birmingham	WM	GB	B15 2TT	February 28 2000
University of California Los Angeles, CA	Elkai Brown	(310) 206-3102		Edgbaston	2567 Boelter Hall	Los Angeles	CA	US	90095 1600	May 31 2000
University of California Los Angeles, CA	John Yeh	(310) 206-5642			2567 Boelter Hall	Los Angeles	CA	US	90095 1600	May 31 2000
University of California LBNL Berkeley, CA	Jacques Millaud	(510) 486-4169			2700 - 7th Street	Berkeley	CA	US	94710	February 28 2000
University of Florida Gainesville, FL	Khal Ngo	(352) 392-8934			334 B Larsen Hall	Gainesville	FL	US	32611 2044	July 31 2000
University of Glasgow UK	Calum Cross	0141 330 6003	Dept of Electronics & Electrical Eng	Rankine Bldg		Glasgow		GB	G12 8LT	January 31 2001
University of Hertfordshire UK	Barry Jeffries	01707 284151	Mathfield Campus	College Lane		Hatfield	HERT	GB	AL10 9AB	July 31 2001
University of Hong Kong	Leo Li	(852) 859-2168	Electrical & Electronic Engg	CYCB 601				HK		December 31 1999
University of Leuven (KUL) BELGIUM	Georges Gielens	+321 632 1047	Kardinaal Mercierlaan 94	B-3001 Heverlee				BE		December 31 1999
University of Macau	Wong Man-Chung	(853) 397-4290	Faculty of Science and Technology	FST University of Macau		Macau		MO		December 31 1999
University of Michigan	Gordy Canchar	(734) 764-6570	1342	Elec Engng & Computer Sci		Ann Arbor	MI	US	48109-2122	September 30 2000
University of Minnesota, Minneapolis MN	Amit Kumar Jain	(612) 625-4563	2130 EEC/SCI			Minneapolis	MN	US	55455	July 31 2000
University of Missouri, Rolla	Steven Palarek	(573) 341-4804	415 Trn 202 W 18th St			Rolla	MO	US	65401	September 30 2000
University of Newcastle	Mary Daniel	61 49 21 8082	Electrical & Computer Engg	University Drive		Callaghan	NSW	AU	2308	February 28 2000
University of Nottingham UK	Christos	(115) 951-5545	Dept of Electrical & Electronic Eng	University Park		Nottingham		GB	NG7 2RD	October 31 2000
University of Quebec	Christopoulos	(819) 376-5219	at Trois Rivières	Dept of Electrical Mapping Street		Trois-Rivières	PQ	CA	G9A 5H7	October 31 2000
University of Sheffield UK	Ziwen Yao	0114 2225196	Dept of Electronic & Electrical Eng			Sheffield		GB	S1 3JD	September 30 2000
University of Tennessee	Phyl Mellor	(901) 448-5233	The Health Science Center	Anatomy Dept. - 528				US		September 30 2000
University of Toronto Ontario	Charles Wislor	(416) 978-8658			855 Monroe	Memphis	TN	US	38163	December 31 1999
University of Toronto Ontario	A. Salama	(416) 978-8658			10 Kings College Road	Toronto	ON	CA	M5S 1A4	January 31 2000
University of Toronto Ontario	Alshin Porana	(416) 971-2325			10 Kings College Road	Toronto	ON	CA	M5S 1A4	September 30 2000
University of Wales, Aberystwyth UK	Chris Price	(608) 265-3878	Dept of Computer Science			Aberystwyth	DYFD	GB	SY23 3DB	June 30 2002
University of Wisconsin, Madison, WI	David Nelson	(608) 265-3878	1500 Engineering Drive			Madison	WI	US	53706	December 31 2000
US Air Force - Truker AFB	Mark Duckett	(405) 736-4196	OC-ALC	3001 Staff Drive	Building 1083	Truker AFB	OK	US	73145	March 31 2001
VALEO-Electronique	Hervé GUEGNAUD	(14) 513 7774	Centre d'Etudes Electronique					FR	94042	December 31 1999
VALEO-Electronique	Patrick PFRU	(14) 513-7834	Centre d'Etudes Electronique					FR	94042	December 31 1999
Varta Batterie AG	Kowaladi	06195 802 474				Kelheim		DE	D-65779	December 31 1999
Varta Batterie AG	Ursula Teutsch	06196 564673				Kelheim		DE	D-65779	December 31 1999
VI Engineering Inc., Farmington Hills, MI	Steve Scott	(248) 478-7281			37800 Hills Tech Drive	Farmington Hills	MI	US	48333	December 31 1999
Vikram Sarabhai Space Centre (VSSC) INDIA	K. Naveen Kumar	(914) 156-2374	CAD AFID ELCG			Vell. Tiruvandrum		IN	695 022	March 31 2000
Virginia Polytechnic Institute	A. Elshabir-Riad	(540) 231-4469				Blacksburg	VA	US	24061	November 30 1999
Vision (France) IACD UK	Jane Lambert	01266 495166	Durham Engineering Centre	London		Blacksburg	VA	US	24061	November 30 1999
VISTEON Automotive Systems	Schlesser	0221 4106 55	Daily Electronics & Security	Wiesbergerstr 195		Basilton	ESSX	GB	SG15 5EE	December 31 1999

Company Name	Contact Name	Contact Phone	Address1	Address2	Address3	City	State	Country	Postal Code	MaintExpDt
Vestline Automation Systems ETC Blag	Sukun Gunzalan	(313) 246 6281	Electronics Division	17000 Rotunda Drive		Durham	MI	US	48121	December 31 1999
Visteon Automotive Systems Guarulhos Sao Paulo	Hiroshta Tanguen	(551161) 465-9281	CAD/CAM Design Services	Av Orlando Bergamo 1000 - Curitiba		Guarulhos	SPLO	BR	07220 901	December 31 1999
Visteon Automotive Systems Visteon Pacing Dearborn MI	Yongping Xiang & Raguipathy	(734) 459-0306 91 80 5276866	22642 Nash	Bennett Ring 2		Dearborn	MI	US	48124	April 30 2000
VJ11 (Victoria Jubilee Tech Institute) Volkswagen AG	Andreas Lubke Henrik Backe	05361 9 29448 (3) 158-5583				Wolfsburg Goleborg	DE	IN	D-38436	October 31 2000
Volvo Car SWEDEN	Soren Bomansted (Dept. 98943)	+46 31 765 6362				S-405-08 Goleborg	SE	SE	August 31 2000	
Volvo Car SWEDEN	Peter Tempin	+46 31 772 4431				S-412 80 Goleborg	SE	SE	March 31 2000	
Volvo Research SWEDEN	Goran Boklund	(3) 168-0000				S-405 06 Goleborg	SE	SE	December 31 1999	
Volvo Truck SWEDEN	David Munford	(604) 718-2053	1691 West 75th Avenue	Bernard Terrace	Whitefield	Vancouver	BC	CA	V6P 6P2	July 31 2000
Westport Innovations, Inc Wipro GE Limited Bangalore, INDIA	S. Ravishankar					Edinburgh	GB	IN	March 31 2000	
Wolfson Microelectronics UK Yazaki Motor SB 0377	Peter Frith YASUKO	(734) 983-2110	Lullin Court			Edinburgh	GB	JP	EH8 9HX	August 31 2000
Yazaki North America, Inc., Canton MI Yokohawa Electric Corp SB 0069	Jerry Junus YASUKO	(734) 983-2110	8700 Haggerty Road		2-9-32 Naka-Cho PO Box 1502	Canton Musashino York	MI TOKY PA	US	48187 180 17405	December 31 1999 March 31 2000 December 31 1999
York International Corporation Zhejiang University CHINA Zhengzhou University	Ivan Jadic Zhao-Ming Qian Guoyu Hu	(717) 771-7476 (86571) 795 1891	Power Electronics Resh Inst		75 Danue Lu	Hengzhou Zhengzhou Henan	MI TOKY PA	US	310 027 450052	June 30 2002 March 31 2002
Zhejiang University CHINA Zhengzhou University	Tang Lianfang Liu Yin	(86733) 849 8350	Locomotive Research Institute	Tianfong Rd, Tianjin		Zhuzhou City	HUNAN	CN	412001	February 28 2002 December 31 2000
Zhuzhou Electric Loco Res. Inst. Zhuzhou Electric Loco Res. Inst. CHINA Zhejiang Sci & Tech Dev Corp CHINA Bo Lu		(86106) 322-4320	Chinese Academy of Railway Science	2 Daizushu Road	Xichimenwa	Beijing		CN	100081	June 30 2000



**Schedule 2.21(j).**

Softwarelizienvertrag between Robert Bosch and Analogy GmbH dated October 1, 1994

Software License Agreement between Electronic Data Systems Corporation and Analogy, Inc. dated January 1, 1992

Software License Agreement between Volvo Truck Corporation, Volvo Car Corporation and Analogy, Inc., dated September 30, 1997.

Source Code License Agreement between Kanematsu Electronics Ltd. and Symmetry

Design Systems dated February 1, 1996.

Government Development Agreements (limited right to obtain source code to projects funded):

B-2 Depot Analog Device Model Development Agreement between the Department of the Air Force OC-ALC/DIR of Aircraft and Analogy, Inc. dated June 27, 1996 and amended sequentially through June 18, 1998

Advanced Technology Program Cooperative Agreement between the National Institute of Standards and Technology and Analogy, Inc. awarded August 31, 1995 and as subsequently amended.

Cooperative Agreement under 10 U.S.C. § 2358, between the United States of America U.S. Air Force, Air Force Materiel Command, Rome Laboratory PKPF and Analogy, Inc., dated September 4, 1996 and sequentially amended through September 11, 1998.

Open Access Agreement between GEC Marconi Ltd (MES) and Analogy UK, dated September 24, 1998 and as renegotiated October 25, 1999.

60488/4/TW/052859-0047

**Schedule 2.21(k).**

Software License Agreement between Acutex Division—SPX Corporation AA, dated September 4, 1997.

Software License Agreement between Adtran, Inc. and Analogy, Inc., dated June 10, 1998.

Software License Agreement between AMP Incorporated and Analogy, Inc., dated October 24, 1997.

Software License Agreement between Breed Technologies. Inc. and Analogy, Inc., dated December 12, 1997.

Software License Agreement between GE Industrial Systems and Analogy, Inc., dated December 15, 1998, amended August 26, 1998.

Software License Agreement between GE Appliances and Analogy, Inc., dated June 26, 1998.

Software License Agreement between GM Powertrain and Analogy, Inc., dated January 17, 1998.

Purchase Agreement, Software and Related Services, between Intel Corporation and Analogy, Inc., dated June 15, 1997, amended August 14, 1998.

Software License Agreement between The Valeo Group (a.k.a. ITT Automotive) and Analogy, Inc., dated October 2, 1998.

Software License Agreement between KAPL, Inc. and Analogy, Inc., dated October 1, 1997.

Software License Agreement between Liebert Corporation and Analogy, Inc., dated June 23, 1998.

Volume Purchase Agreement between Northrop-Grumman Electronic Sensors and Systems Division, dated June 1, 1999.

Software License Agreement between Tenneco/Newport News Shipbuilding and Analogy, Inc., dated August 26, 1998.

Software License Agreement between Varity Kelsey-Hayes and Analogy, Inc., dated March 24, 1998.

Software License Agreement between York International Corporation and Analogy, Inc., dated December 16, 1998.

60488/4/TVW/052859-0047

Software License Agreement between Zuken, Inc and Analogy, Inc., dated October 1, 1998.

Connections Partner Membership Agreement between the Company and Cadence Design Systems, Inc., dated August 1, 1996.

**UK:**

Open Access Agreement between GEC Marconi Avionics (Holdings) Ltd and Analogy UK, dated April 1, 1997, as amended March 31, 1999 and June 30, 1999.

Open Access Agreement between GEC Alsthom ERC and Analogy UK, dated December 19, 1997.

Open Access Agreement between GEC Alsthom Traction Ltd. and Analogy UK, dated December 19, 1997.

Open Access Agreement between GEC Marconi Radar & Defense Systems Ltd., Dynamics Division and Analogy UK, dated January 1998.

Open Access Agreement between GEC Marconi Ltd (MES) and Analogy UK, dated September 24, 1998 and as renegotiated October 25, 1999.

Open Access Agreement between Marconi Avionics GMEO - extension of GEC Marconi Avionics and Analogy UK, dated September 24, 1998 and March 31, 1998.

Open Access Agreement between Lucas Aerospace and Analogy UK, dated December 19, 1997, as amended March 31, 1999.

**France:**

License D'Utilisation de Logiciel between PSA/ Peugeot-Citroen and Analogy SARL, dated March 20, 1998.

**Germany:**

Softwarelizenzvertrag zwischen Analogy GmbH und DaimlerChryslerAG, vertragsbeginn 01.04.1999.

60488/4/TVW/052859-0047

**Schedule 2.21(I).**

**B-2 Depot Analog Device Model Development Agreement between the Department of the Air Force OC-ALC/DIR of Aircraft and Analogy, Inc., dated June 27, 1996 and amended sequentially through June 18, 1998.**

**Advanced Technology Program Cooperative Agreement between the National Institute of Standards and Technology and Analogy, Inc. awarded August 31, 1995, and as subsequently amended.**

**Cooperative Agreement under 10 USC 2358 between The United States of America US Air Force, Air Force Materiel Command, Rome Laboratory PKPF and Analogy, Inc., dated September 4, 1996 and sequentially amended through September 11, 1998.**

**Agreement for Product Development Services between Tsinghua University and Symmetry Design Systems, Inc., signed December 4, 1996, amended September 15, 1998 by Tsinghua University and Analogy, Inc.**

**Development Agreement between FuDan University and Analogy, Inc., dated May 29, 1997.**

**Agreement for Product Development Services between Analogy, Inc. and the National Research Centro for Applied Power Electronics of Zhejiang University, dated July 1, 1998.**

60488/4/TVW/052859-0047

2.21(m)

See QA Incident Report—10/27/99 attached

# QA Incident Report

Type	Problem Report
Severity2	Critical, Major

Count of QAId		Severity		Status Group		Schd. Rel.		Grand Total
		Critical		Major		Open	Deferred	
		Open	Deferred	Open	Deferred			
ProductGroup	Product Name							
AIM+AIM2	AIM	1	4			2	35	42
	AIM2	6	2			11	26	45
Documentation	Documentation: Cu	0	0			16	42	58
Integrations/FWs:	FW - CUI	0	0			3	3	6
	FW - EDIF	0	0			0	1	1
	FW - SITK	2	0			0	13	15
	FW - Sketch	2	0			0	2	4
	FW-Cadence	0	0			1	1	2
	FW-Mentor	0	1			0	1	2
	FW-Viewlogic	1	1			2	6	10
	Saber/ModelSim	0	1			0	4	5
	Saber/Verilog	0	1			0	1	2
	Saber/ViewSim	0	1			0	3	4
Licensing/Installation	Install Tool	3	0			3	12	18
	Licensing	4	1			6	9	20
Modeling	Component	0	0			3	1	4
	NSPITOS	0	0			1	0	1
	Symbol	1	0			2	0	3
	Table Look-Up Mo	0	0			0	1	1
	Template	0	0			7	4	11
			0	0			1	0
SaberApplications	Inspects	0	0			0	3	3
	LSA	0	0			4	1	5
	SaberBundle	0	0			4	4	17
	SaberGuide	1	0			12	5	72
	SaberHarness	18	0			49	3	5
	SaberLink	1	0			1	9	48
	SaberScope	4	2			33	9	36
	SaberSketch	8	3			16	9	54
Simulator/MAST	MAST	0	0			0	54	60
	SaberSimulator	0	4			1	55	2
Library Tools	Parts Gallery	0	0			2	0	5
	Property Editor	1	0			4	0	
Grand Total		53	21			180	308	562

CONFIDENTIAL AND PROPRIETARY  
TO ANALOGY INC.

- Critical and Major -

ProductGroup	Product Name	QAID	Type	Description	Source	Status	Priority	Severity	Sched	Rel Found In	Assigned To	Insert By	Upa.	Customer
AIM+AIM2	23173	AIM	Problem	Print core dump on NT	Engineerin New	New	To Be Defi	1. Critical	TBD	5 1 0 25	OA Queue	chris	10/26/99	No
AIM+AIM2	22194	AIM	Problem	AIMFont broken on AIX from exceed	Engineerin New	New	To Be Defi	2. Major	TBD	5 1 0 17	OA Queue	chris	8/27/99	No
AIM+AIM2	21959	AIM	Problem	AIMMessage does not include scroll bars on long messages	Engineerin New	New	2. High	2. Major	TBD	5 1 0 16	OA Queue	laurels	8/10/99	No
AIM+AIM2	18447	AIM	Problem	NT Sketch / Scope crash using OSE 9800 postscript printer	Customer	Deferred	To Be Defi	2. Major	TBD	4 3 2	Gazetta, Mar/aistair		1/19/99	8/5/99 Yes
AIM+AIM2	17904	AIM	Problem	Major opcode of failed request: 91 (X_QueryColors)	Customer	Deferred	To Be Defi	2. Major	TBD	4 3	Gazetta, Mar/callahan		11/17/98	3/2/99 Yes
AIM+AIM2	14698	AIM	Problem	Cannot print from Sketch/Scope on wind, an ultra Sparc 1 machine	Beaverton	Deferred	4. Low	2. Major	TBD	4.3	Gazetta, Mar/bkelly		3/20/98	3/2/99 No
AIM+AIM2	14241	AIM	Problem	Need user specified locations of sketch/scope log on NT platform	Beaverton	Deferred	3. Medium	2. Major	TBD	4.3	Gazetta, Mar/bkelly		2/4/98	12/14/98 No
AIM+AIM2	14090	AIM	Problem	The slawrate measure reports the wrong value for -rl slope waveforms	Engineerin	Deferred	3. Medium	2. Major	TBD	4 3	Bedrosian, D/dgbedros		1/27/98	2/18/98 No
AIM+AIM2	13976	AIM	Problem	AIMBusyDialog collides with self	Engineerin	Deferred	2. High	2. Major	TBD	4 2	Murdock, Scd/pothier		1/19/98	2/3/98 No
AIM+AIM2	13257	AIM	Problem	AIMbar: item not rising	Engineerin	Deferred	2. High	2. Major	TBD	4.3	Murdock, Scd/lling		11/11/97	2/3/98 No
AIM+AIM2	12754	AIM	Problem	AIMLog:EvalAndLog doesn't throw an exception	Engineerin	Deferred	To Be Defi	2. Major	TBD	4.2 1	Murdock, Scd/pothier		9/29/97	2/3/98 No
AIM+AIM2	12744	AIM	Problem	0 bytes in schematic file	Engineerin	Deferred	To Be Defi	2. Major	TBD	4 1 1	Russell, Rob/edmundcp		9/26/97	8/11/99 No
AIM+AIM2	12707	AIM	Problem	Sketch hangs when invoking aim help form command line	Test Engin	Deferred	To Be Defi	2. Major	TBD	4 3	Murdock, Scd/CBrowne		9/19/97	2/3/98 No
AIM+AIM2	12465	AIM	Problem	inconsistent plotfile timestamps + millenium problem	Engineerin	Deferred	To Be Defi	2. Major	TBD	Undefined	Gazetta, Mar/chris		8/20/97	8/3/99 No
AIM+AIM2	12125	AIM	Problem	Scroll bars and icons stop working with age	Customer	Deferred	2. High	2. Major	TBD	4 1 2	Murdock, Scd/bconley		6/20/97	2/4/98 Yes
AIM+AIM2	11915	AIM	Problem	Macro Recorder problem	Beaverton	Deferred	3. Medium	2. Major	TBD	Undefined	Murdock, Scd/bkelly		5/19/97	2/3/98 No
AIM+AIM2	11788	AIM	Problem	expr gives syntax error on string compare	Engineerin	Deferred	4. Low	2. Major	TBD	Undefined	Murdock, Scd/pothier		5/1/97	2/3/98 No
AIM+AIM2	11776	AIM	Problem	aimcal corrupts index	Engineerin	Deferred	4. Low	2. Major	TBD	Undefined	Murdock, Scd/pothier		4/30/97	2/3/98 No
AIM+AIM2	11576	AIM	Problem	Questions on NT permissions: What permissions do an aim mkdir cause on an NT. Where do the permissions for the .out files come from.	Field AE	Deferred	2. High	2. Major	TBD	Undefined	Murdock, Scd/callahan		3/25/97	2/4/98 Yes
AIM+AIM2	11550	AIM	Problem	math.lst	Test Engin	Deferred	4. Low	1. Critical	TBD	Undefined	Gazetta, Mar/riau		3/17/97	8/3/99 No
AIM+AIM2	11432	AIM	Problem	Form: AIM commands need man pages	Engineerin	Deferred	3. Medium	2. Major	TBD	Undefined	Murdock, Scd/chris		2/19/97	2/3/98 No
AIM+AIM2	11331	AIM	Problem	French Keyboard doesn't support [ ] or ` etc.	Customer	Deferred	3. Medium	2. Major	TBD	4 2	Gazetta, Mar/greg		1/24/97	9/15/99 Yes
AIM+AIM2	10953	AIM	Problem	Core dump when trying to create AIMMessage dialog	Engineerin	Deferred	3. Medium	1. Critical	TBD	Undefined	Murdock, Scd/dgbedros		11/18/96	6/4/97 No
AIM+AIM2	10936	AIM	Problem	Changes to text line width causes text to disappear	Engineerin	Deferred	4. Low	2. Major	TBD	Undefined	Murdock, Scd/northon		11/15/96	8/11/99 No
AIM+AIM2	8353	AIM	Problem	Stack trace erro when open design with long path	Test Engin	Deferred	3. Medium	2. Major	TBD	Undefined	Gazetta, Mar/ild		10/19/96	8/9/99 No
AIM+AIM2	8272	AIM	Problem	Macro recorder uses absolute Graph names	Customer	Deferred	To Be Defi	2. Major	TBD	Undefined	Weinerman, Juwek		10/12/96	8/3/99 Yes
AIM+AIM2	8254	AIM	Problem	Only able to reload plotfile in Scope once	Field AE	Deferred	To Be Defi	2. Major	TBD	Undefined	Gazetta, Mar/gestep		10/11/96	8/3/99 No
AIM+AIM2	8049	AIM	Problem	Can't restore minimized designs while either get part options window is open	Beaverton	Deferred	2. High	2. Major	TBD	Undefined	Murdock, Scd/callahan		10/7/96	4/2/98 No
AIM+AIM2	7980	AIM	Problem	NT Hummingbird windows top left edit selection menu not working	Engineerin	Deferred	To Be Defi	2. Major	TBD	Undefined	Murdock, Scd/chris		10/3/96	2/3/98 No
AIM+AIM2	7952	AIM	Problem	units were incorrect when two voltages wer multiplied	Test Engin	Deferred	3. Medium	2. Major	TBD	Undefined	Gazetta, Mar/Ming		10/2/96	8/9/99 No
AIM+AIM2	7904	AIM	Problem	flashing between scope start-up window and tcl error window	Test Engin	Deferred	2. High	2. Major	TBD	4 0	Murdock, Scd/Ming		10/1/96	2/3/98 Yes
AIM+AIM2	7005	AIM	Problem	Can't print w/ aim user with braces	System	Deferred	3. Medium	2. Major	TBD	Prior Release	Murdock, Scd/garyk		9/13/96	8/5/99 No

Open Deferred Problem Reports  
- Critical and Major -

Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern ar	6/23/93	8/5/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern pal	6/16/93	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern dm	3/8/93	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern ar	11/11/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern booney	10/15/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern ar	8/31/92	7/16/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern christen	5/28/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern christen	4/8/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern here	3/25/92	8/5/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Undefined:	Christen, Ern ar	2/18/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	3 Medium	2 Major	TBD	Prior Refe:	Christen, Ern darrell	2/7/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern alan	2/3/92	8/5/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern christen	7/12/91	8/23/99 No
Simulator/MAST	MAST	Customer	Acknowledged	3 Medium	2 Major	TBD	4.3.1	Goldgeisser, harold	10/8/98	10/6/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Vlach, Martin ar	2/14/90	8/9/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Vlach, Martin jlabarby	8/31/90	8/9/99 Yes
Simulator/MAST	MAST	Engineer	Deferred	To Be Defi	2 Major	TBD	5.1.0.16	Deferred Que rion	8/17/99	10/14/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Vlach, Martin darrell	10/3/90	8/16/99 No
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Vlach, Martin jlabarby	10/10/90	8/16/99 No
Simulator/MAST	MAST	Customer	Deferred	3 Medium	1 Critical	TBD	5.0	Christen, Ern chapman	7/19/99	10/22/99 Yes
Simulator/MAST	MAST	Customer	Deferred	2 High	1 Critical	TBD	4.3.2	Patch Christen, Ern rschweig	6/11/99	7/16/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	1 Critical	TBD	Prior Refe:	Deferred Que rion	1/15/91	10/7/99 No
Simulator/MAST	MAST	Beaverton	Deferred	2 High	2 Major	TBD	4.3.2	Christen, Ern christen	3/8/99	9/13/99 Yes
Simulator/MAST	MAST	Beaverton	Deferred	To Be Defi	2 Major	TBD	5.0	Goldgeisser, davec	2/17/99	9/23/99 No
Simulator/MAST	MAST	Test Engin	Deferred	To Be Defi	2 Major	TBD	5.0	Christen, Ern jhu	1/8/99	9/23/99 No
Simulator/MAST	MAST	Test Engin	Deferred	To Be Defi	2 Major	TBD	5.0	Goldgeisser, jhu	11/19/98	9/23/99 No
Simulator/MAST	MAST	Customer	Deferred	To Be Defi	2 Major	TBD	4.3	Patch Deferred Que calahan	11/16/98	3/8/99 Yes
Simulator/MAST	MAST	Customer	Deferred	To Be Defi	2 Major	TBD	4.3	Christen, Ern bconley	11/4/98	9/8/99 Yes
Simulator/MAST	MAST	Customer	Deferred	3 Medium	2 Major	TBD	4.3.1	Goldgeisser, rschweig	9/21/98	9/29/99 Yes
Simulator/MAST	MAST	Beaverton	Deferred	2 High	2 Major	TBD	4.3	Haug, Malsor jthapar	7/9/98	7/16/99 Yes
Simulator/MAST	MAST	Customer	Deferred	3 Medium	2 Major	TBD	4.1.1	Deferred Que rrschweig	5/15/98	2/3/99 Yes
Simulator/MAST	MAST	Customer	Deferred	3 Medium	2 Major	TBD	4.2.1	Christen, Ern jthapar	5/12/98	9/8/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	Prior Refe:	Christen, Ern craigs	5/9/91	8/23/99 Yes
Simulator/MAST	MAST	Field AE	Deferred	2 High	2 Major	TBD	4.2	Christen, Ern bowmann	10/16/97	12/7/98 Yes
Simulator/MAST	MAST	Beaverton	Deferred	To Be Defi	2 Major	TBD	Undefined	Deferred Que davec	7/14/97	10/7/99 No
Simulator/MAST	MAST	Field AE	Deferred	2 High	2 Major	TBD	4.1.1	Christen, Ern callahan	3/14/97	9/7/99 Yes
Simulator/MAST	MAST	System	Deferred	4 Low	2 Major	TBD	4.0	Christen, Ern ar	5/17/96	8/16/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	4.0	Christen, Ern bkelly	12/4/95	8/16/99 Yes
Simulator/MAST	MAST	System	Deferred	2 High	2 Major	TBD	3.4	Christen, Ern davec	7/31/95	8/16/99 Yes



Open Deferr... Problem Reports  
- Critical and Major -

Simulator/MAST	Problem ID	Problem Description	System	Deferred	2: High	2 Major	TBD	3 4	Goldgeisser, cvs	4/13/95	8/5/99 Yes
Simulator/MAST	9283	Problem DC Analysis with Dynamic Ramping works on the System circuit for certain temperatures only. If temp=25 it	System	Deferred	2: High	2 Major	TBD	3 4	Goldgeisser, cvs	4/13/95	8/5/99 Yes
Simulator/MAST	9266	Problem Alter complains of stamp change when it shouldn't. *** ERROR	System	Deferred	2: High	2 Major	TBD	3 4	Christen, Ern'tome	3/24/95	8/5/99 No
Simulator/MAST	9264	Problem Has a netlist that he's spent days to find out that changing the order fixes it! Although Ron Evans i	System	Deferred	2: High	2 Major	TBD	3 4	Vlach, Martin'ar	3/21/95	8/5/99 Yes
Simulator/MAST	9257	Problem I am trying to alter a prbit_14 variable. prbit_14_bits rtynd = [(0,_0)] The command in Saber is	System	Deferred	2: High	1 Critical	TBD	3 4	Deferred Que'lenda	3/14/95	9/16/99 Yes
Simulator/MAST	9211	Problem compile error in lm139	System	Deferred	2: High	2 Major	TBD	3 4	Vlach, Martin'dm	1/25/95	8/5/99 Yes
Simulator/MAST	9200	Problem d pl_set should show dependencies specified in the control_section section as well as those no. po	System	Deferred	3: Medium	2 Major	TBD	3 4	Christen, Ern'ar	1/16/95	8/5/99 No
Simulator/MAST	9196	Problem q2n4378 Out of regions on the low end in DC... forcing dyn ramping works. 1. algstepping didn't hap	System	Deferred	2: High	2 Major	TBD	Prior Releas	Vlach, Martin'saswanso	1/10/95	8/5/99 No
Simulator/MAST	9014	Problem saber: diatnoise pl core dump	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'christen	8/23/94	7/16/99 No
Simulator/MAST	8867	Problem: Error Message	System	Deferred	2: High	2 Major	TBD	Prior Releas	Deferred Que'christen	5/26/94	10/7/99 No
Simulator/MAST	8718	Problem: saber: dc: isom HP-only no_ramp sig template A workaround to make tanibr work is add	System	Deferred	2: High	2 Major	TBD	Prior Releas	Deferred Que'ghruan	4/28/94	10/14/99 No
Simulator/MAST	8680	Problem: integrator malfunction	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'ricke	3/29/94	8/5/99 Yes
Simulator/MAST	8594	Problem: missing auth error message	System	Deferred	3: Medium	2 Major	TBD	Prior Releas	Deferred Que'ar	2/3/94	10/7/99 No
Simulator/MAST	10755	Problem: simulation: saber: memory config 2	System	Deferred	3: Medium	2 Major	TBD	Prior Releas	Christen, Ern'here	10/29/93	9/8/99 No
Simulator/MAST	10739	Problem: simulation: saber: tr stallsteps	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'here	10/18/93	9/3/99 Yes
Simulator/MAST	10721	Problem: saber: dc: isom HP-only no_ramp sig	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'will	10/4/93	9/3/99 No
Simulator/MAST	10697	Problem: The ram2k circuit, which previously ran in 3.1, no longer completes the simulation in 3.2. Running	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'dgbedros	9/16/93	9/3/99 No
Simulator/MAST	10673	Problem: In SSP a component library part is still listed as /q2n2222.1qsp.1. The qsp part should disappear.	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'christen	8/30/93	9/3/99 Yes
Simulator/MAST	10653	Problem: Threshold crossings are different for "order 1" than default "order 2". order 2 results are wrong.	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'darrell	8/18/93	8/5/99 No
Simulator/MAST	10602	Problem: In a simple 1 transistor circuit to measure DC or AC transfer char., the AC transfer (using vary i	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'ar	7/26/93	8/5/99 Yes
Simulator/MAST	10582	Problem: PPEX DECREASE ST VAR	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'bonley	7/7/93	9/7/99 Yes
Simulator/MAST	10046	Problem: hp_700 buffers 177 output	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'ghuan	11/12/91	8/23/99 No
Simulator/MAST	10509	Problem: saber: dc: NaN	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'ar	5/27/93	8/5/99 Yes
Simulator/MAST	10478	Problem: saber: mast: EXT_IN_ROOT origin	System	Deferred	3: Medium	2 Major	TBD	Prior Releas	Christen, Ern'ar	5/4/93	8/30/99 No
Simulator/MAST	10473	Problem: struc_expr field without field name	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'lewiss	4/26/93	8/30/99 No
Simulator/MAST	10435	Problem: ERROR CANNOT FIND NONLINEAR SOLUTION. The plots suddenly go to never. never land [E+21 volts]. see !	System	Deferred	2: High	2 Major	TBD	Prior Releas	Christen, Ern'goldgeisser, 'alstair	3/24/93	8/5/99 Yes

PATENT

REEL: 011792 FRAME: 0113

Open Deferred Problem Reports  
- Critical and Major -

Simulator/MAST	SaberSimulator	10422 Problem:	Wrong results if vcvs.ud2 is changed for k=lu to k=10u and r.lin2 is changed to 10meg and v.lin1	System	Deferred	2. High	2. Major	TBD	Prior Release	Christen, Ern ar	3/9/93	8/5/99 Yes
Simulator/MAST	SaberSimulator	10413 Problem	Saber: dc oscillations	System	Deferred	2. High	2. Major	TBD	Prior Release	Christen	2/25/93	8/5/99 No
Simulator/MAST	SaberSimulator	10342 Problem	Limitations of single proc. files	System	Deferred	2. High	2. Major	TBD	Prior Release	Christen, Ern	11/9/92	8/5/99 Yes
Simulator/MAST	SaberSimulator	10226 Problem	Saber results differ for flat vs. hierarchy. Hier. gives singular jacobian, flat ok. See prob files	System	Deferred	2. High	2. Major	TBD	Prior Release	Goldgeisser, ar	6/26/92	8/5/99 Yes
Simulator/MAST	SaberSimulator	10206 Problem	Sing. jacobian during TR	System	Deferred	2. High	2. Major	TBD	Prior Release	Goldgeisser, bconley	5/28/92	8/30/99 No
Simulator/MAST	SaberSimulator	10179 Problem	slow dc	System	Deferred	2. High	2. Major	TBD	Prior Release	Goldgeisser, lelands	4/17/92	8/30/99 Yes
Simulator/MAST	SaberSimulator	10178 Problem	ALG_NO_SOLUTION	System	Deferred	2. High	2. Major	TBD	4.3	Goldgeisser, darrell	4/15/92	8/5/99 No
Simulator/MAST	SaberSimulator	10113 Problem	During tr, the next time step after a scheduled time is independent of timestep if the analog time is	System	Deferred	2. High	2. Major	TBD	Prior Release	Vlach, Martin Christen	2/18/92	8/23/99 No

**Schedule 2.21(n).**

None.

60488/4/TVW/052859-0047

**RECORDED: 05/09/2001**

**PATENT**  
**REEL: 011792 FRAME: 0115**