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*Non-Compete Clauses*

1. Non-Compete. Employee agrees that during the term of this Agreement and for a period of one (1) year after termination hereof, except as provided herein, he shall not, without the prior written consent of Company, directly or indirectly, engage in any business in the existing trading area of Company in the United States of America, Europe, or Canada which involves the design, manufacture or sale of PC based systems or software which is in competition to the business of Company or which involves any other business activity engaged in by Company as of the date of such termination and in competition thereof, either as a proprietor, shareholder of voting shares in a corporation, officer, director, partner, employee, principal, agent, member, consultant, advisor, or in any other capacity, for his own benefit of or with any other person, firm or corporation whatsoever. Nothing contained in this Agreement, however, shall preclude Employee from investing his personal assets in the stock of any corporation or other business entity if such stock is traded on a national or regional stock exchange or in the over-the-counter market and Employee's interest in any such entity is less than 1% of the total stock outstanding.

If the covenants set forth above would otherwise be determined to be invalid or unenforceable by a court of competent jurisdiction, such court shall exercise its discretion in reforming the provisions of such Section to the end that Employee be subject to a covenant not to compete which is reasonable under the circumstances and enforceable by Company.

2. Non-Competition. In the event the Employee voluntarily terminates his employment with the Company, Employee shall not compete with the Company on any transaction in which the Employee or an employee of the Company provided a written proposal as of the date of the Employee's termination of employment.

3. Non-Solicitation of Company's Employees. In the event the Employee's employment with the Company is terminated for any reason either voluntarily or involuntarily, Employee for a one (1) year period after the date of such termination shall not solicit for employment any employee employed by the Company or Company on the date of said termination, other than an Employee will not solicit for employment for a period of ninety (90) days after the date of such termination.

4. Solicitation Prohibition. During the term of this Agreement and for a term of eighteen (18) months after Employee's termination, the Employee shall not directly or indirectly, whether as an individual for his own account or with any other person, firm, corporation, partnership, joint venture or entity whatsoever, solicit for employment any employee who is then employed by Company and was employed by Company on the date Employee's employment with Company terminated. Additionally, the Employee shall not, during the term of this Agreement or within eighteen (18) month period after the Employee's termination, directly or indirectly, through any other individual or entity, solicit, entice, persuade or induce any individual entity to terminate, reduce, change or refrain from renewing or extending its contractual or prospective relationship, prospective transaction or

other relationship with Company; and Employee shall not approach or solicit, directly or indirectly, any current or identified potential customer, lessee or vendor, for any of the above purposes or authorize or knowingly cooperate with the taking of any of the above actions by any other individual or entity.

5. Extent of Services. The Employee shall devote his entire working time, attention and energies to Company business and shall not, without the express written permission from Company, during the term of this Agreement, be engaged in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage. This shall not be construed as preventing the Employee from (i) investing assets in such form or manner as will not require his services in the operation of the entities in which such investments are made and as long as such entities do not compete with Company or otherwise cause or create a conflict of interest on the part of the Employee and Company, or (ii) investing assets in the securities of any corporation or other business entity which does compete with Company if such securities are traded on a national stock exchange or in the over-the-counter market and if such investment does not result in Employee actually and/or beneficially owning, at any time, more than 1% of the publicly traded equity securities of such competitor.

6. Employee Obligation. Employee agrees to devote such of his time and attention as may be required to perform the duties that may be reasonably assigned to him from time to time consistent with the Position to the exclusion of any other employment or activity which would materially interfere with or compete with the efforts devoted on behalf of Company, unless Employee first obtains Company's written consent to such other employment or activity, which consent may be withdrawn by Company at any time upon 30 days notice.

*Inventions and Secret Information.*

Employee acknowledges that he is receiving the consideration provided for herein, in part as consideration for the agreements and covenants in this Section. In recognition thereof, Employee agrees and covenants as follows:

Employee shall promptly disclose and hereby sells, assigns and transfers to Company his entire right, title and interest in and to all customer lists, proprietary or technical information, trade secrets, know-how, inventions, discoveries and improvements, copyright works, mask works, trademarks or trade names, patents and patent applications made developed, owned, and/or acquired by him solely or jointly with any other persons heretofore or during or after the term of this Agreement which relate in any way to products (a) under research at or for, or designed, developed or manufactured by or for Company, (b) distributed by Company or (c) related in any way to the business of Company or (d) which in an way relate to any services rendered by Company.

Employee agrees, during the term of this Agreement and thereafter, upon request of Company, to sign and deliver promptly such applications for copyrights, patents, assignments and such other

instruments, including papers relating to any litigation or controversies in connection therewith (all expenses incident to preparation or filing of such applications', the prosecution thereof, and the preparation or filing of any documents to be borne by Company), and to perform all such acts and do such things as may be requested, necessary or convenient to effectuate the provisions of this Section.

"Copyright works" shall include all materials for which copyright protection may be obtained, now or in the future, including, but not limited to, computer programs.

Employee agrees to keep secret all Confidential Matter of which he obtained or obtains knowledge during his employment with Company and agrees not to, directly or indirectly, other than is necessary under the scope of his employment and in the business and interest of Company, disclose or use any Confidential Matter at any time (either during or after his employment with Company) except upon the prior written consent of Company or pursuant to subpoena, court order or similar judicial process about which Employee has given Company notice immediately upon Employee's receipt thereof. "Confidential Matter" as used herein shall mean any confidential information of or from Company, its parent, subsidiaries, or affiliates, any proprietary matter of a technical nature, proprietary information of third parties with respect to which Company or its parent, subsidiaries, or affiliates has any obligation of confidentiality, including but not limited to knowhow, technical data, processes, techniques, developments, inventions, research projects, plans for future developments, costs, profits, customer markets or sales information. Confidential Matter shall not include information which is in the public domain hereafter through no act or omission of Employee. Employee agrees that all such Confidential Matter shall be and remain the sole property of Company or its parent, subsidiaries, or affiliates respectively, and that he will use all reasonable precautions to assure that such Confidential Matter is protected and kept from unauthorized persons. Further, upon request of Company, he agrees to deliver the same, including all copies, promptly to Company.

No provision of this section is intended to require Employee to assign any rights he may have in inventions, contrary to provisions of applicable law.