

ATARI

Entirety

JAGUARTM

LICENSE AGREEMENT

COMPANY INFORMATION

COMPANY NAME Rainmaker Software Inc.		
STREET ADDRESS (no PO boxes) 13707 Gamma Rd.		COUNTRY U.S.A.
CITY Dallas	STATE/PROVINCE TX	ZIP/POSTAL CODE 75244
TELEPHONE 214-404-1131	FAX 214-404-0915	
PRIMARY CONTACT (Will receive developer mailings) J. Bryan Kelsch	TITLE Systems Engineer	TELEPHONE (Direct Line) 214-404-1131
GENIE ADDRESS b.kelsch	COMPUERVE ADDRESS 74164,222	
INTERNET ADDRESS b.kelsch@genie.geis.com	OTHER ONLINE SERVICE (Please specify)	
SECONDARY CONTACT Bruce J. Mack	TITLE Software Engineer	TELEPHONE (Direct Line) 214-404-1131
GENIE ADDRESS none	COMPUERVE ADDRESS 74164,222	
INTERNET ADDRESS none	OTHER ONLINE SERVICE (Please specify)	

Type of business: Corporation Partnership Proprietorship Other (Specify)

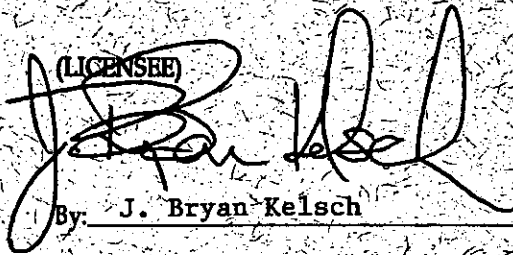
OWNER OR PRINCIPAL Bruce J. Mack	TITLE President	HOW LONG ESTABLISHED 1 yr.
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Number of permanent staff 4 Total number of programmers in R&D 2

Other relationships with Atari (i.e. Registered TOS/Falcon030 developer, etc.)

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

(LICENSEE)


By: J. Bryan Kelsch

ATARI CORPORATION

By: _____

Title: Treasurer / Systems Engineer

Vice President
Title: Software Business Development

Date: 4 June, 1994

Date: _____

Send the completed and signed application and developer order forms to:

**Atari Jaguar Developers Group
1196 Borregas Avenue
Sunnyvale, CA 94089**

LICENSE AGREEMENT

10.3 After approval of the contents, Atari shall compatibility code the Software Experience. Licensee shall have the right to use the compatibility code only for the Software Experience that are the subject of this Agreement and may not make, use or sell the compatibility code separately or in combination with any other software product or hardware product.

11.0 OWNERSHIP

The Intellectual Property Rights, including the Development System, belongs to Atari. All right, title and interest in the Software Experience belong to Licensee.

12.0 TERMINATION

12.1 This Agreement terminates after five (5) years from the date signed by Atari.

12.2 Either party may terminate this Agreement upon thirty (30) days written notice of an uncured material breach of any of the terms herein (or such shorter period as elsewhere herein provided).

12.3 This Agreement may be terminated by the mutual consent of Atari and the Licensee.

12.4 Atari may, in its sole discretion, terminate this Agreement if a judgment or decree is entered against Licensee approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or immediately if (a) Licensee files a voluntary petition in bankruptcy under the bankruptcy or insolvency laws of any jurisdiction or any petition or answer seeking any arrangement, liquidation or dissolution related to bankruptcy or insolvency, or (b) debtors of and/or Licensee seeks or consents to, or acquiesces in, the appointment of any trustee or receiver, or the liquidation of Licensee's business and/or property. Licensee shall give Atari six months' notice of its intent to file a voluntary petition in bankruptcy. Failure to do so constitutes automatic termination.

12.5 Upon termination of this Agreement for any reason, Licensee shall return the Development System and any other Confidential Information of Atari to Atari. Licensee acknowledges that its failure to comply with the terms of this Subparagraph will result in immediate irreparable and irremediable damage to Atari. Licensee acknowledges and admits that there is no adequate remedy in law and agrees that in the event of such failure, Atari shall be entitled to equitable relief including but not limited to injunctive relief and such other and further relief as any court with jurisdiction may deem just and proper.

12.6 Upon the expiration or earlier termination of this Agreement, all rights granted to Licensee hereunder shall revert to Atari.

12.7 Upon termination, Licensee shall cease all sales of the Software Experience and use of the Intellectual Property Rights and Atari's trademarks.

12.8 The rights and remedies set forth herein are in addition to any other rights or remedies which may be otherwise available to Atari, in law or in equity, consistent with the terms of this Agreement.

12.9 The following Paragraphs and Subparagraphs shall survive the expiration or termination of this Agreement: the parties' rights and obligations pursuant to Section 2.0; the parties' warranties, representations and indemnities pursuant to Section 5.0; Licensee's obligations and indemnities pursuant to Paragraph 5.2; and the parties respective obligations and commitments with respect to confidential information pursuant to Section 8.0.

13.0 GENERAL PROVISIONS

13.1 Authority to Contract. Each of the parties to this Agreement hereby represents and warrants that all required corporate (or individual) authorizations have been procured prior the execution of this Agreement and the parties designated as signatories are the properly authorized persons and each have the requisite authority to do so.

13.2 Assignment; Binding Effect. This Agreement shall be binding on the parties and on any subsidiaries or other business entities controlling, controlled by or under common control with such party. Licensee acknowledges that Atari has entered into this Agreement after consideration of the unique talents and experience of Licensee. Because Atari has entered into this Agreement upon the basis of the particular abilities of Licensee, Licensee shall not sell, transfer, assign or subcontract any right or obligation hereunder, except as expressly provided herein, without the prior written consent of

Atari, which consent Atari can withhold in its sole discretion. The term "Assign" shall not include the transfer or assignment of this Agreement to a third party as a result of the sale or transfer of all or substantially all of Licensee's assets or voting stock. Given the value of the rights conferred by this Agreement, in the event this License is assigned or transferred without Atari's consent, Atari shall automatically have a fully paid-up cross-license to all intellectual property rights of Licensee and its assignee or transferee. Subject to the foregoing, this Agreement shall inure to the benefit of the parties, their successors and permitted assigns.

13.3 Legal Costs and Expenses. In the event it is necessary for either party to employ legal counsel to enforce the provisions of this Agreement, or to defend any action by the other party arising in connection with this Agreement, then the prevailing party in any such action shall be entitled to recover from the other its reasonable attorneys' fees and related costs and expenses. "Reasonable attorneys' fees" shall be measured at the rate of \$100.00 per attorney hour for a reasonable number of attorney hours.

13.4 California Law Applicable. The validity, interpretation or performance of the terms of this Agreement, and all rights and obligations of the parties hereunder, shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and performed wholly within California without regard to its principals of conflicts of laws. The parties agree that service of process with respect to any such action or proceeding shall be sufficient if provided in accordance with the provisions of Subparagraph 13.9 below. ANY ACTION WHICH MAY ARISE OUT OF THE AGREEMENT SHALL BE CONDUCTED IN COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA. EACH OF THE PARTIES HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT IN CONNECTION WITH ANY SUCH LITIGATION AND WAIVE ANY OBJECTION WHICH IT MAY HAVE BASED ON LACK OF PERSONAL JURISDICTION, SERVICE OF PROCESS, IMPROPER VENUE OR FORUM NON CONVENIENS.

13.5 Entire Agreement. This Agreement is the entire agreement between the parties hereto with regard to the subject matter described herein and supersedes all prior or contemporaneous proposals or communications, agreements, contracts, and representations between the parties whether oral or in writing.

13.6 Headings and References. The headings and captions used in this Agreement are used for convenience of the parties only and are not to be considered in construing or interpreting this Agreement.

13.7 Counterparts. This Agreement may be executed in counterparts. In the event of such execution by the duly authorized representatives of Atari and Licensee, each originally executed counterpart shall function as an original of this Agreement for all purposes.

13.8 Severability. In the event that the provisions of this Agreement, except provisions regarding royalty amounts and payments, are determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable under the appropriate laws and/or regulations, either such provision shall be deemed amended to conform to such law and/or regulation without materially altering the intent of the parties or shall be deleted while the remainder of this Agreement shall continue in full force and effect.

13.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be properly addressed to the other party at the following address or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, return receipt requested, and shall be concurrently sent by facsimile.

To Atari: Fax (408) 745-2088
Atari Corporation cc: Legal Department
1196 Borregas Avenue Atari Corporation
Sunnyvale, CA 94089 1196 Borregas Avenue
Attention: President Sunnyvale, CA, 94089

To Licensee:

SAME AS
ABOVE

Any such notice shall be effective as of the date of facsimile transmission, other than service of process, which shall be effective upon receipt.

13.10 Independent Contractors. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of an independent contractor and shall not act as or be an agent, partner, or employee of the other party. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever and

LICENSE AGREEMENT

This Agreement (the "Agreement") is made this 4 day of June, 19 94 (the "Effective Date"),

by and between Atari Corporation, a Nevada corporation, with offices at 1196 Borregas Avenue, Sunnyvale, California 94089 and its wholly-owned subsidiaries and its affiliates ("Atari"), and Rainmaker Software Inc.

with offices at 13707 Gamma Rd. Dallas, TX 75244 ("Licensee").

WHEREAS, Atari has developed a hardware platform known as the Jaguar Multimedia Entertainment System and has developed or acquired intellectual properties, including copyright, patent, trademark and trade secrets incorporated in the Jaguar, necessary to execute software on the Jaguar, and beneficial in developing software for the Jaguar; and

WHEREAS, Licensee seeks a license from Atari to design and market a software application executable on the Jaguar and therefore desires a license to Atari's Intellectual Property Rights to permit it to design and market Software Experiences for the Jaguar.

Accordingly, the parties agree as follows:

1.0 DEFINED TERMS

The terms defined in this article and elsewhere, parenthetically and in this Agreement shall have the same meaning throughout the Agreement. Defining terms may be used in singular or plural.

1.1 "Field of Use" means North America and the EEC. The Field of Use may be expanded on thirty (30) days' written notice to Licensee.

1.2 "Intellectual Property Rights" means all of Atari's current and future patents, copyrights, trade secrets and know-how.

1.3 "Jaguar" means Atari's proprietary multimedia entertainment system hardware.

1.4 "Manufacturer" means any Atari-authorized company which has the right to make copies of the Software Experience for licensees. Atari may expand or retract the number of such manufacturers on thirty (30) days' notice.

1.5 "Software Experience" means Licensee software applications which are executable only on a Jaguar.

1.6 "Subsidiary" means any company or entity of which fifty percent (50%) or more of its voting shares or other interest is owned or controlled directly or indirectly by Licensee.

2.0 GRANT OF LICENSE

2.1 Subject to Licensee's performance of the terms and conditions of this Agreement, Atari grants a non-exclusive, non-sublicensable or transferable right to Intellectual Property Rights to develop or have a Software Experience developed for it that will be made by Atari or a Manufacturer and which will be sold only within the Field of Use.

2.2 Licensee agrees that it will not reverse engineer, decompile, disassemble, copy or modify any of the Intellectual Property Rights, including, but not limited to, the Development System.

3.0 ROYALTIES

3.1 In consideration of the license and other rights granted in this Agreement, Licensee shall pay Atari royalties, as provided in Appendix A, for each Software Experience manufactured.

3.2 Licensee acknowledges that the Intellectual Property Rights being licensed under this Agreement have different life spans and different values. Licensee accedes for the convenience of this Agreement that royalties due under this Agreement apply to any of the Intellectual Property Rights, even if certain of the rights expire or are no longer in existence.

3.3 Audit of Records. Atari or its agents shall have the right, on two days' notice, to audit Licensee's books and records, including purchase orders, delivery receipts, Manufacturer invoices, sales invoices and receipts, and related documents to verify the total units purchased and sold. In the event Licensee's reporting is in error by more than 2% or \$5,000, whichever is lower, Licensee shall pay Atari's audit fees.

4.0 EQUIPMENT

Equipment Licensed to Licensee. The license granted includes the use (at Licensee's place of business) of a Development System and necessary upgrades to develop a Software Experience. The Development System material list and use fee are contained in Appendix B. Licensee agrees that the Development System will be kept at the Licensee's place of business and will not be moved to any other location without Atari's prior written consent to be given in Atari's sole discretion. Licensee may use the Development System only to create the Software Experience in accordance with this Agreement. Licensee acknowledges that the Development System contains trade secrets of Atari, constitutes Confidential Information, and Licensee's use of the Development System is limited. Licensee has no right to make any other software, hardware or derivative work with or for the Development System or any other product. Licensee agrees it will not remove any part the Development System and will not reverse engineer, copy, disassemble or modify any part of the Development System. Breach of these terms shall be considered a material breach entitling Atari to immediately terminate this Agreement without limitation to any additional remedies available at law or in equity. It is expressly understood that all right, title, interest and ownership in such Development System shall remain exclusively in Atari. As the Development System is the exclusive property of Atari, it must be returned to Atari within fifteen (15) days after any termination of this Agreement, or the completion of the Software Experience and the written request of Atari. Failure to return Development System within the fifteen (15) day period will result in Licensee being charged a daily rental fee of Five Hundred Dollars (\$500.00).

5.0 WARRANTY AND INDEMNIFICATION

5.1 Atari warrants and represents that it is the owner or licensee of the Intellectual Property Rights and has the right to enter into this Agreement. Licensee warrants and represents that the Software Experience does not infringe in any manner upon the rights of any third party including, but not limited to, patent, copyright, trade name, trademark or trade secret.

5.2 Licensee hereby agrees to indemnify and hold Atari and its directors, officers and employees harmless from any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and court costs, resulting from Licensee's breach of this Agreement and of the warranties and representations contained in this Agreement or any claim arising out of the design, marketing or selling of the Software Experience.

5.3 Atari hereby agrees to indemnify and hold Licensee and its directors, officers and employees harmless from any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and court costs, resulting from Atari's breach of the warranties and representations contained in this Agreement. In no event shall Atari's obligation to indemnify and defend Licensee exceed the total amount Licensee has paid Atari under this Agreement. Once Atari has paid out its limit under this Agreement, its duty to defend and indemnify shall terminate.

5.4 Atari has attempted to determine legitimate and viable Manufacturers. However, Atari makes no warranties as to the quality of the goods and services provided by Manufacturers and is not liable in any manner for goods or services provided by Manufacturers with manufacturing defects or errors.

5.5 Except as provided in this Agreement, Atari makes no other warranties, express or implied or as permitted by law, and disclaims all other warranties including any warranty of