

LICENSING AGREEMENT

AGREEMENT made in the city of New York, State of New York, this 15th day of September 1986, between COMPUTER EDUCATION TECHNIQUES, INC., A Delaware corporation with its principal place of business and offices at 35 West 35th Street, New York, New York and duly licensed as a foreign corporation eligible to do business in New York (hereinafter referred to as "Supplier"), and Jeri M. Roberts residing at 70 Boulder Brook Drive, Stamford, Connecticut and/or a corporation of which Jeri M. Roberts is President and majority shareholder, whose principal office as of the date of this agreement is at 3001 Summer Street, Stamford, CT 06905 (hereinafter referred to as "Licensee"):

W I T N E S S E T H :

WHEREAS, Supplier is duly licensed and operating in the State of New Jersey; and is a microcomputer education company, which under the name of SYS-ED teaches public and private in-house specialized computer education courses and provides consulting services for the general business community, governmental offices and private individuals in the areas of microcomputer programming languages and software programs, on IBM and non IBM microcomputers.

WHEREAS, Supplier warrants that it is empowered to license the use of its proprietary and copyrighted course materials as well as other materials in the area of microcomputer education,

WHEREAS, Supplier desires to license for a limited term the use of SYS-ED brand name and related course materials and courseware in the New England States (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island and Vermont) and a eighty-five (85) mile radius from Stamford, Connecticut, but specifically excluding the five boroughs of New York City (Refer to Attachments A and B); and

WHEREAS, Licensee desires to use Supplier's proprietary SYS-ED brand name and related course materials and courseware for the term specified herein, those courses consisting of materials designed to be used to teach in the microcomputer education business, such business involving the teaching of public and private in-house specialized computer education courses aimed at the general business community, governmental, offices and private individuals in the areas of microcomputer programming languages and software programs, on IBM and non IBM microcomputers in the New England States (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island and Vermont) and a eighty-five (85) mile radius from Stamford, Connecticut, but specifically excluding the five boroughs of New York City.

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Licensee acknowledges that these course materials are copyrighted products of SYS-ED/Computer Education Techniques, Inc. or its assignors, licensors or other third parties, which have been developed at great expense as proprietary properties of SYS-ED/Computer Education Techniques, Inc. or the other aforementioned parties. Licensee, therefore, covenants and agrees to use them only for the purpose stated herein and use her best efforts not to allow any person to divulge contents of said materials to other parties who could be construed as SYS-ED/Computer Education Techniques, Inc.'s competitors in the marketplace. Jeri M. Roberts will be liable for any breach of any provision of this agreement in the form of liquidating damages as awarded by a court of law with proper jurisdiction

Neither SYS-ED/Computer Education Techniques, Inc. nor Licensee may assign the rights, privileges or obligations of this agreement, or any part of it, without the prior written consent of the other party.

**SYS-ED/Computer Education Techniques, Inc.**  
*David M. Shapiro*  
**David M. Shapiro**  
**President**

**Acknowledged:**

*Jeri M. Roberts*  
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**Jeri Roberts**

*9/15/88*  
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**Date**