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DATARAM REPORTS 47 PERCENT EARNINGS INCREASEGROWTH

IN SECOND QUARTER ON 36 PERCENT REVENUE GROWTH

Twelfth Consecutive Quarter of Year-Over-Year Earnings Increases

PRINCETON, N.J. November 8, 2000 - Dataram Corporation (NASDAQ: DRAM) today reported financial results for its fiscal second quarter ended October 31, 2000. The Company reported a 47 percent increase in net earnings to \$3.1 million or \$0.31 per diluted share. Earnings per share increased 41 percent compared to \$2.1 million or \$0.22 per diluted share for the same period of the previous year. Revenues for the second quarter increased 36 percent to \$39.9 million over the prior year's second quarter level of \$29.4 million. Net earnings for the six month period ended October 31, 2000 were \$5.9 million or \$0.60 per diluted share, an increase of 64 percent over the same period of the previous year of \$3.6 million or \$0.38 per diluted share. Revenues were \$77.9 million, up 54 percent compared to \$50.6 million in the comparable period of the previous fiscal year.

In thousands, except per share amounts	Three Months Second Quarter ended October 31,			Six Months ended October 31,		
	2000	1999	% Gain	2000	1999	% Gain
Revenues	\$39,866	\$29,386	36%	\$77,862	\$50,550	54%
Earnings from Operations	\$4,636	\$3,245	43%	\$9,054	\$5,612	61%
Net Earnings	\$3,051	\$2,081	47%	\$5,931	\$3,612	64%
Diluted EPS	\$0.31	\$0.22	41%	\$0.60	\$0.38	58%
Shares Outstanding (diluted)	9,944	9,460		9,916	9,419	

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"Dataram's performance during the second quarter surpassed our expectations," commented Robert Tarantino, Dataram's chairman and CEO. "Our products for Intel processor based servers, introduced last year, contributed significantly to our second quarter's results, and the prospects for this part of our business are strong. Sales of our compatible products continued to exceed plan."

Mr. Tarantino continued, "This marks Dataram's twelfth consecutive quarter of increased year-over-year earnings. The market for our products, driven by increasing demands on information technology infrastructure, presents a high growth opportunity for our products, which offer a compelling solution to the needs of memory-intensive customers, including ISPs, ASPs and corporate users."

"Our operating and net margins continue to expand," added Mark Maddocks, Dataram's CFO. "As we enter our fiscal third quarter, we are encouraged by the strong demand we are seeing for server memory."

Dataram will conduct a conference call at 11:00 am AM (EST) on November 8 to present its second quarter financial results and to respond to investor questions. Interested shareholders may participate in the call by dialing 800-497-7708 approximately and asking to be connected to the Dataram conference call. It is recommended that participants call 10 minutes before the conference call is scheduled to begin. The conference call can also be accessed over the Internet through Vcall at www.vcall.com. A replay of the call will be available approximately one hour after the completion of the conference call through Vcall. A replay can also be accessed via the telephone until 9:00 PM on November 9 by dialing 800-252-6030 (402-220-2491 for international callers) and entering the following code: 7274924.

About Dataram Corporation

Dataram Corporation is a leading provider of gigabyte memory upgrades for network servers. The Company specializes in the manufacture of large capacity memory for Compaq, Hewlett-Packard, IBM, Intel, Silicon Graphics and Sun Microsystems computers. Dataram, headquartered in Princeton, New Jersey, is celebrating its 34th year in the computer industry. Additional information is available on the Internet at www.dataram.com.

Financial Tables to Follow

DATARAM CORPORATION AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF EARNINGS

(In thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	10/31/2000	10/31/1999	10/31/2000	10/31/1999
	(Unaudited)		(Unaudited)	
Revenues	\$ 39,866	\$ 29,386	\$ 77,862	\$ 50,550
Costs and expenses:				
Cost of sales	30,755	21,940	59,616	37,355
Engineering and development	415	343	786	676
Selling, general and administrative	4,060	3,858	8,406	6,907
	35,230	26,141	68,808	44,938
Earnings from operations	4,636	3,245	9,054	5,612
Interest income, net	292	117	522	225

Earnings before income taxes	4,928	3,362	9,576	5,837
Income taxes	<u>1,877</u>	<u>1,281</u>	<u>3,645</u>	<u>2,225</u>
Net earnings	<u>\$ 3,051</u>	<u>\$ 2,081</u>	<u>\$ 5,931</u>	<u>\$ 3,612</u>
Net earnings per share:				
Basic	<u>\$ 0.36</u>	<u>\$ 0.27</u>	<u>\$ 0.70</u>	<u>\$ 0.46</u>
Diluted	<u>\$ 0.31</u>	<u>\$ 0.22</u>	<u>\$ 0.60</u>	<u>\$ 0.38</u>
Average number of shares outstanding:				
Basic	<u>8,559</u>	<u>7,791</u>	<u>8,493</u>	<u>7,809</u>
Diluted	<u>9,944</u>	<u>9,460</u>	<u>9,916</u>	<u>9,419</u>

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DATARAM CORPORATION AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

(in thousands)

		July 31, 2000	October 31, 2000	April 30, 2000
		(Unaudited)		
ASSETS				
Current assets:				
Cash and cash equivalents	\$	17,915	\$	13,650
Trade receivables, net		17,660		16,241
Inventories		6,775		4,651
Other current assets		912		585
Total current assets		43,262		35,127
Property and equipment, net		6,183		5,007
Other assets		18		17

	\$	49,463	\$	40,151
LIABILITIES AND STOCKHOLDERS' EQUITY				
Current liabilities:				
Accounts payable	\$	10,471	\$	9,538
Accrued liabilities		2,749		2,878
Total current liabilities		13,220		12,416
Deferred income taxes		841		841
Stockholders' equity		35,402		26,894
	\$	49,463	\$	40,151

The information provided in this press release may include forward-looking statements relating to future events, such as the development of new products, the commencement of production, or the future financial performance of the Company. Actual results may differ from such projections and are subject to certain risks including, without limitation, risks arising from: changes in the price of memory chips, changes in the demand for memory systems for servers, increased competition in the memory systems industry, delays in developing and commercializing new products and other factors described in the Company's most recent Annual Report on Form 10-K, filed with the Securities and Exchange Commission, which can be reviewed at <http://www.sec.gov>.

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at <http://www.sec.gov>.

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

For the quarterly period ended 10/31/00 or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

For the transition period from to

Commission file number 1-8266

DATARAM CORPORATION

(Exact name of registrant as specified in its charter)

New Jersey 22-1831409

(State or other jurisdiction of Identification No.) (I.R.S. Employer incorporation or organization)

P.O. Box 7528, Princeton, NJ 08543

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (609) 799-0071

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the last practicable date. Common Stock (\$1.00 par value): As of November 28, 2000, there were 8,565,219 shares outstanding.

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PART 1. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Dataram Corporation And Subsidiary
Consolidated Balance Sheets
October 31, 2000 and April 30, 2000

(Unaudited) (Audited)
October 31, 2000 April 30, 2000

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Assets		
Current Assets:		
Cash and cash equivalents	\$ 17,914,790	\$ 13,649,601
Trade receivables, less allowance for doubtful accounts and sales returns of \$550,000 at October 31, 2000 and \$450,000 at April 30, 2000	17,659,726	16,241,229
Inventories	6,775,521	4,651,277
Other current assets	911,608	584,428
Total current assets	<u>43,261,645</u>	<u>35,126,535</u>

Property and equipment, at cost:		
Land	875,000	875,000
Machinery and equipment	10,034,939	8,009,925
	<u>10,909,939</u>	<u>8,884,925</u>
Less: accumulated depreciation and amortization	4,727,076	3,877,476
Net property and equipment	<u>6,182,863</u>	<u>5,007,449</u>
Other assets	18,160	17,160
	<u>\$ 49,462,668</u>	<u>\$ 40,151,144</u>

Liabilities and Stockholders' Equity

Current liabilities:		
Accounts payable	\$ 10,471,265	\$ 9,537,747
Accrued liabilities	2,748,374	2,878,550
Total current liabilities	<u>13,219,639</u>	<u>12,416,297</u>
Deferred income taxes	841,000	841,000
Stockholders' Equity:		
Common stock, par value \$1.00 per share. Authorized 54,000,000 shares; issued and outstanding 8,565,219 at October 31, 2000 and 8,278,403 at April 30, 2000		
	8,565,219	8,278,403
Additional paid in capital	3,271,296	980,461
Retained earnings	23,565,514	17,634,983
Total stockholders' equity	<u>35,402,029</u>	<u>26,893,847</u>
	<u>\$ 49,462,668</u>	<u>\$ 40,151,144</u>

See accompanying notes to consolidated financial statements.

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Dataram Corporation and Subsidiary
Consolidated Statements of Earnings
Three and Six Months Ended October 31, 2000 and 1999
(Unaudited)

	2000		1999	
	2nd Quarter	Six Months	2nd Quarter	Six Months
<S>	<C>	<C>	<C>	<C>
Revenues	\$ 39,865,951	\$ 77,861,763	\$ 29,385,690	\$ 50,550,374
Costs and expenses:				
Cost of sales	30,755,272	59,615,860	21,940,071	37,354,818
Engineering and development	414,370	786,391	343,087	676,062
Selling, general and administrative	4,059,985	8,405,581	3,857,280	6,907,116
	<u>35,229,627</u>	<u>68,807,832</u>	<u>26,140,438</u>	<u>44,937,996</u>

Earnings from operations	4,636,324	9,053,931	3,245,252	5,612,378
Interest income, net	291,983	521,600	117,005	224,687
Earnings before income taxes	4,928,307	9,575,531	3,362,257	5,837,065
Income tax provision	1,877,000	3,645,000	1,281,257	2,225,000
Net earnings	<u>\$ 3,051,307</u>	<u>\$ 5,930,531</u>	<u>\$ 2,081,000</u>	<u>\$ 3,612,065</u>
Net earnings per share of common stock				
Basic	\$.36	\$.70	\$.27	\$.46
Diluted	<u>\$.31</u>	<u>\$.60</u>	<u>\$.22</u>	<u>\$.38</u>
Weighted average number of common shares outstanding				
Basic	8,559,356	8,493,064	7,790,930	7,809,215
Diluted	<u>9,944,063</u>	<u>9,916,452</u>	<u>9,460,072</u>	<u>9,419,416</u>

See accompanying notes to consolidated financial statements.
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Dataram Corporation and Subsidiary
Consolidated Statements of Cash Flows
Six Months Ended October 31, 2000 and 1999
(Unaudited)

	2000	1999
<S>	<C>	<C>
Cash flows from operating activities:		
Net earnings	\$ 5,930,531	\$ 3,612,065
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	849,600	600,000
Bad debt expense	148,032	164,450
Changes in assets and liabilities:		
Increase in trade receivables	(1,566,529)	(5,104,167)
Increase in inventories	(2,124,244)	(1,159,331)
Increase in other current assets	(327,180)	(177,823)
Increase in other assets	(1,000)	(555)
Increase in accounts payable	933,518	5,717,957
(Decrease)increase in accrued liabilities	(130,176)	214,126
Decrease in income taxes payable	0	(20,000)
Net cash provided by operating activities	<u>3,712,552</u>	<u>3,846,722</u>
Cash flows from investing activities:		
Purchase of property and equipment	(2,025,014)	(740,393)
Net cash used in investing activities	<u>(2,025,014)</u>	<u>(740,393)</u>
Cash flows from financing activities:		
Proceeds from sale of common shares under stock option plan (including tax benefits)	2,577,651	573,022

Purchase and subsequent cancellation of common stock	0	(3,382,630)
Net cash used in financing activities	2,577,651	(2,809,608)
Net increase in cash and cash equivalents	4,265,189	296,721
Cash and cash equivalents at beginning of year	13,649,601	8,092,527
Cash and cash equivalents at end of period	\$ 17,914,790	\$ 8,389,248
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	\$ 32,603	\$ 40,484
Income taxes	\$ 2,055,000	\$ 2,065,000

See accompanying notes to consolidated financial statements.

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Notes to Consolidated Financial Statements
October 31, 2000 and 1999
(Unaudited)

Basis of Presentation

The information at October 31, 2000 and for the three and six months ended October 31, 2000 and 1999, is unaudited but includes all adjustments (consisting only of normal recurring adjustments) which, in the opinion of management, are necessary to state fairly the financial information set forth therein in accordance with generally accepted accounting principles. The interim results are not necessarily indicative of results to be expected for the full fiscal year. These financial statements should be read in conjunction with the audited financial statements for the year ended April 30, 2000 included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Stock Splits

On November 10, 1999 the Company's Board of Directors announced a three-for-two stock split effected in the form of a dividend for shareholders of record at the close of business on November 24, 1999 and payable December 15, 1999. The stock split has been charged to additional paid in capital in the amount of \$263,000 and retained earnings in the amount of \$2,377,000. Weighted average shares outstanding and net earnings per share in the accompanying financial statements have been restated to give retroactive effect to the stock split.

Significant Accounting Policies

Principles of consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, Dataram International Sales Corporation (a Domestic International Sales Corporation (DISC)). All significant intercompany transactions and balances have been eliminated.

Cash and cash equivalents

Cash and cash equivalents consist of unrestricted cash, money market preferred stock and commercial paper with original maturities of three months or less.

Inventory valuation

Inventories are valued at the lower of cost or market, with costs determined by the first-in, first-out method. Inventories at October 31, 2000 and April 30, 2000 consist of the following categories:

	October 31, 2000	April 30, 2000
Raw material	\$ 2,601,000	\$ 2,454,000
Work in process	1,197,000	223,000
Finished goods	2,978,000	1,974,000
	<u>\$ 6,776,000</u>	<u>\$ 4,651,000</u>

Property and equipment

Property and equipment is recorded at cost. Depreciation is generally computed on the straight-line basis. Depreciation rates are based on the estimated useful lives which range from three to five years for machinery and equipment. When property or equipment is retired or otherwise disposed of, related costs and accumulated depreciation are removed from the accounts. Repair and maintenance costs are charged to operations as incurred.

Revenue recognition

Revenue from product sales is recognized when the related goods are shipped to the customer and all significant obligations of the Company have been satisfied. Estimated warranty costs are accrued.

Product development and related engineering

The Company expenses product development and related engineering costs as incurred. Engineering effort is directed to development of new or improved products as well as ongoing support for existing products.

Income taxes

The Company follows the asset and liability method of accounting for income taxes in accordance with the provisions of Statement of Financial Accounting Standards SFAS No. 109, "Accounting for Income Taxes". Under the asset and liability method of SFAS No. 109, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. Under SFAS No. 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period that the tax rate changes.

Concentration of credit risk

Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of cash and cash equivalents. The Company maintains its cash and cash equivalents in financial institutions and brokerage accounts. To the extent that such deposits exceed the maximum insurance levels, they are uninsured. The Company performs ongoing evaluations of its customers' financial condition, as well as general economic conditions and, generally, requires no collateral from its customers.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Long-term debt

On October 31, 2000, the Company amended and restated its existing credit facility with its bank. Under the agreement, the Company maintains the revolving credit facility of \$12,000,000 until October 31, 2001, at which point it will decrease to \$6,000,000 until October 31, 2002. The agreement provides for Eurodollar rate loans and base rate loans at an interest rate no higher than the bank's base commercial lending rate less 3/4%. The Company is required to pay a commitment fee equal to 1/16 of one percent per annum on the unused commitment. The agreement contains certain restrictive financial covenants including a minimum current ratio, minimum tangible net worth requirement, minimum interest coverage ratio, maximum debt to equity ratio and certain other covenants, as defined by the agreement. There were no borrowings during fiscal 2001 and 2000. As of October 31, 2000, the amount available for borrowing under the revolving credit facility was \$12,000,000.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and section 21E of the Securities and Exchange Act of 1934, as amended. Actual results could differ materially from those projected in the forward looking statements.

Liquidity and Capital Resources

As of October 31, 2000, working capital amounted to \$30.0 million reflecting a current ratio of 3.3 compared to working capital of \$27.7 million and a current ratio of 2.8 as of April 30, 2000.

During fiscal 2001, the Company amended and restated its \$12 million unsecured revolving credit line with its bank. On October 31, 2001, \$6 million of the facility is scheduled to expire and on October 31, 2002, the remaining \$6 million of the facility is scheduled to expire. The Company intends to renew any expiring portion of the facility by the expiration date and maintain a \$12 million total facility. As of October 31, 2000 there was no amount outstanding under the line of credit.

Management believes that its working capital together with internally generated funds and its bank line of credit are adequate to finance the Company's operating needs and future capital requirements.

Results of Operations

Revenues for the three month period ending October 31, 2000 increased 36% to \$39,866,000 compared to revenues of \$29,386,000 for the comparable prior year period. Unit volume measured in gigabytes shipped increased by approximately 22% over the prior comparable year period. The increase in revenues was the result of increased demand for the Company's memory products driven by the growth both in shipments of network servers and memory content per server. Revenue for Intel processor based server

memory, introduced last year, increased by approximately 125% from second quarter fiscal 2000. Fiscal 2001 six month revenues totaled \$77,862,000 versus six month revenues of \$50,550,000 for the prior fiscal year, an increase of 54%.

Cost of sales for the second quarter and first six months of fiscal 2001 were 77% and 76%, respectively of revenues versus 75% and 74% for the same prior year periods. The increase in cost of sales as a percentage of revenues is primarily attributable to the growth of shipments of memory for the Intel processor based servers. These products typically carry smaller margins than the remainder of the Company's memory products.

Engineering and development costs in fiscal 2001's second quarter and first six months were \$414,000 and \$786,000, respectively versus \$343,000 and \$676,000 for the same prior year periods. The Company intends to maintain its commitment to the timely introduction of new memory products as new servers are introduced.

Selling, general and administrative costs in this year's second quarter and first six months decreased to 10% and 11%, respectively of revenues from 13% and 14% for the same prior year periods. Year-to-date selling, general and administrative costs increased by \$1,498,000 in fiscal 2001 versus fiscal 2000. The increase in costs is primarily attributable to planned increases in sales staff and marketing programs.

Interest income, net for the second quarter and six months of fiscal 2001 and 2000 consisted primarily of interest income on short term investments.

Safe Harbor Statement

The information provided in this interim report may include forward-looking statements relating to future events, such as the development of new products, the commencement of production or the future financial performance of the Company. Actual results may differ from such projections and are subject to certain risks including, without limitation, risks arising from: changes in the price of memory chips, changes in the demand for memory systems for workstations and servers, increased competition in the memory systems industry, delays in developing and commercializing new products and other factors described in the Company's most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission which can be reviewed at <http://www.sec.gov>.

PART II: OTHER INFORMATION

ITEM 5. EXHIBITS AND REPORTS ON FORM 8-K

A. Exhibits

27 (a). Financial Data Schedule

28 (a). Press Release reporting results of Second Quarter, Fiscal Year 2001 (Attached).

28 (b). Amendment to revolving line of credit agreement (Attached).

28 (c). Revolving Line of Credit Note.

B. Reports on Form 8-K

No reports on Form 8-K have been filed during the current quarter.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934,

the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DATARAM CORPORATION

Date: November 28, 2000 By: MARK E. MADDOCKS

Mark E. Maddocks
Vice President, Finance
(Principal Financial Officer)

Page 8 of 8
Page 8 of 8

AMENDMENT NUMBER FOUR TO LOAN AGREEMENT

This Amendment Number Four to Loan Agreement (the "Amendment") is made as of the 31st day of October, 2000, by and between DATARAM CORPORATION, a New Jersey corporation, having an address at Route 571, Princeton Road, West Windsor Township, New Jersey (the "Borrower") and FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., successor by merger to New Jersey National Bank, having an address at 370 Scotch Road, West Trenton, New Jersey 08628 (the "Bank").

BACKGROUND

WHEREAS, the Borrower and the Bank entered into a certain Loan Agreement dated October 27, 1994 (the "Loan Agreement"), as amended by Amendment Number One to Loan Agreement dated November 1, 1996, by the Letter Agreement dated October 22, 1997, by Amendment Number Two to Loan Agreement dated October 26, 1998, and by Amendment Number Three to Loan Agreement dated October 29, 1999 (the Loan Agreement, as amended through the date hereof is referred to herein as the "Agreement");

WHEREAS, the Borrower and the Bank have agreed to further amend the Agreement to maintain the amount of the Revolver Credit Advance Limit at \$12,000,000 until October 31, 2001, then decrease the amount of the Revolver Credit Advance Limit to \$6,000,000 from November 1, 2001, extend the Revolving Credit Maturity Date to October 31, 2002, and amend and modify the Agreement as hereinafter set forth.

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Revolving Credit Maturity Date is hereby extended to October 31, 2002. To that end, the definition of Revolving Credit Maturity Date contained in Section 1.02 of the Agreement is hereby amended to read in its entirety as follows:

"Revolving Credit Maturity Date" means October 31, 2002.

2. The amount of the Revolver Credit Advance Limit is maintained at \$12,000,000 from November 1, 2000 until October 31, 2001, then decreased to \$6,000,000 on November 1, 2001 until the Revolver Credit Maturity Date. To that end, the definition of Revolving Credit Advance Limit contained in Section 1.02 of the Agreement is hereby amended to read in its entirety as follows:

"Revolving Credit Advance Limit" means the sum of Twelve Million Dollars (\$12,000,000) through October 31, 2001 and the sum of Six Million Dollars (\$6,000,000) from November 1, 2001 until the Revolving Credit Maturity Date.

3. The Borrower shall execute and deliver to the Bank a replacement revolver note of the Borrower in substantially the form attached as Exhibit A-1 (the "Fourth Replacement Revolver Note") to evidence the indebtedness of the Borrower for the Revolving Credit Advances by the Bank. The Fourth Replacement Revolver Note shall replace and supercede the Revolver Note of the Borrower to the Bank dated October 27, 1994, the Replacement

Revolver Note of the Borrower to the Bank dated November 1, 1996, the Second Replacement Revolver Note of the Borrower to the Bank dated October 26, 1996 [which should have been dated 1998] and the Third Replacement Revolver Note of the Borrower to the Bank dated October 29, 1999 (collectively, the "Original Notes"), but shall not extinguish the Borrower's unconditional obligation to repay the indebtedness evidenced by the Original Notes. All references in the Agreement to the Revolver Note shall henceforth be deemed to refer to the Fourth Replacement Revolver Note.

4. The effectiveness of this Amendment is conditioned upon the Bank's receipt of the following documents:

- (A) This Amendment Number Three to Loan Agreement; and
- (B) Fourth Replacement Revolver Note.

5. Representations and Warranties. In order to induce the Bank to enter into this Amendment, the Borrower makes the following representations and warranties to the Bank, which shall survive the execution and delivery hereof:

(1) It is a corporation duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power to execute, deliver and perform its obligations under the Agreement as amended by this Amendment;

(2) The execution and delivery of this Amendment has been authorized by all necessary corporate action on its part, this Amendment has been duly executed and delivered by it; and this Amendment and the Agreement, as amended hereby, constitutes the legal, valid and binding obligations of it enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, moratorium laws from time to time in effect and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(3) Neither the execution and delivery of this Amendment, nor the consummation by the Borrower of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of any of the terms, conditions or provisions of (i) its Articles or Certificate of Incorporation or By-Laws; (ii) any other agreement or instrument to which it is now a party or by which it or its property is, or may be, bound, or constitute a default thereunder, or result thereunder in the creation or imposition of any security interest, mortgage, lien, charge or encumbrance of any nature whatsoever upon any of its properties or assets; or (iii) any judgment or order, writ, injunction or decree of any court to which it is subject;

(4) No action of, or filing with, any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution, delivery and performance of this Amendment;

2

(5) No Event of Default has occurred and is continuing under the Agreement, and no event has occurred which, with notice, lapse of time or both, would constitute such an Event of Default; and

(6) The representations and warranties set forth in the Agreement and the other Loan Documents are true and correct as of the date hereof in all material respects (as updated to reflect Borrower's most recent financial statements).

6. Full Force and Effect. The parties hereto acknowledge and agree that this Amendment is incorporated into and made a part of the Agreement and the other Loan Documents, the terms and provisions of which, unless expressly modified herein, or unless no longer applicable by their terms, continue unchanged and in full force and effect. To the extent that any term or provision in the Amendment is or may be deemed expressly inconsistent with any term or provision in the Agreement and the other Loan Documents, the terms and provisions hereof shall control. This Amendment is limited as written and shall not be deemed (i) to be an amendment of or a consent under or waiver of any other term or condition of the Agreement or (ii) to prejudice any right or rights which the Bank now has or may have in the future under or in connection with the Agreement or the other Loan Documents.

7. Security Interests. It is agreed and confirmed that after giving effect to this Amendment, the security interests granted by the Borrower pursuant to the Security Agreement and the other Loan Documents secure,

inter alia, the payment of the obligations arising under the Agreement, as amended by this Amendment.

8. Indemnity. Borrower agrees to indemnify Bank from and against any and all claims, losses and liabilities growing out of or resulting from this Amendment.

9. Miscellaneous.

(1) Headings. The section headings contained in this Amendment are included for convenience of reference only and shall not be used to interpret any provision of this Amendment.

(2) Governing Law. The laws of the State of New Jersey shall govern the construction of this Amendment and the rights and remedies of the parties thereto. The provisions hereof are severable and the validity or unenforceability of any provision shall not effect or impair the remaining provisions which shall continue in full force and effect. This Amendment shall bind the parties hereto and their respective successors and assigns.

(3) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(4) Third Parties. No rights are intended to be created hereunder for the benefit of any third party, creditor or incidental beneficiary.

(5) Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all which when taken together shall constitute one and the same agreement.

3

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date first above written.

ATTEST: DATARAM CORPORATION,
A New Jersey corporation

By: _____ By: _____

Print Name and Title

Print Name and Title

FIRST UNION NATIONAL BANK

By: _____

Print Name and Title

4

EXHIBIT A-1
FOURTH
REPLACEMENT
REVOLVER NOTE

\$12,000,000.00

West Windsor, New Jersey
as of October 31, 2000

FOR VALUE RECEIVED, DATARAM CORPORATION, a New Jersey corporation, having an address at Route 571, Princeton Road, West Windsor Township, New Jersey 08543 ("Borrower"), promises to pay the order of FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., successor by merger to New Jersey National Bank, a national banking association, having its principal office at 370 Scotch Road, West Trenton, New Jersey 08628 ("Bank"), at its offices or at such other address as may hereafter be specified by Bank, in lawful money of the United States of America, the principal sum of TWELVE MILLION DOLLARS (\$12,000,000.00), or the aggregate unpaid principal amount of all Revolving Credit Advances (as defined in the Loan Agreement, hereinafter referred to) made to the Borrower by the Bank (the "Loan") pursuant to the Loan Agreement, together with interest thereon at the rate or rates and in the installments and at the times hereinafter provided.

1. Definitions. Whenever used in this Fourth Replacement Revolver Note, the following words and phrases shall have the respective meanings ascribed to them below.

(1) "Adjusted LIBOR Rate" - means the LIBOR Rate plus the Applicable Margin.

(2) "Adjusted Prime Rate" - means the Prime Rate minus the Applicable Margin.

(3) "Applicable Margin" - means, for Prime Rate Tranches 0.75% per annum and for LIBOR Tranches 1.00% per annum.

(4) "Bank" - as defined in the introductory paragraph hereof.

(5) "Borrower" - as defined in the introductory paragraph hereof.

(6) "Business Day" - means any day other than a Saturday, Sunday, or other day on which commercial banks in New Jersey are authorized or required to close under the laws of the State of New Jersey.

(7) "Contract Right" - as defined in Section 7 hereof.

(8) "Default" - means and refers to any event, act or occurrence, which with the passing of time or the giving of notice or both, would constitute an Event of Default as defined in the Loan Agreement.

(9) "Default Rate" - means and refers to any event, act or occurrence, which with the passing of time or the giving of notice or both, would constitute an Event of Default as defined in the Loan Agreement.

(10) "Dollars" and "\$" - mean lawful money of the United States of America.

(11) "Effective Date" - means, for the Prime Rate Tranche, the date on which a Prime Rate Interest Period commences, pursuant to Section 3 hereof, for the LIBOR Tranche, the date Borrower designates as the date on which a LIBOR Interest Period is to commence pursuant to Section 3 hereof.

(12) "Event of Default" - shall mean and Event of Default as defined in the Loan Agreement.

(13) "Indemnified Loss or Expense" - as defined in Section 4 hereof.

(14) "Interest Period" - means any period during which the Interest Rate is the Adjusted Prime Rate, or any Adjusted LIBOR Rate, or the Default Rate, as appropriate.

(15) "Interest Rate" - means the Adjusted LIBOR Rate and the Adjusted Prime Rate, or the Default Rate, as appropriate.

(16) "LIBOR Interest Period" - for a LIBOR Tranche means, initially, the period of time, beginning on an Effective Date and ending

one, two or three months thereafter, as selected by Borrower-by telephone or in writing (and if by telephone, confirmed by Borrower the same day by facsimile), during which the Interest Rate for such LIBOR Tranche is the Adjusted LIBOR Rate and thereafter, each period commencing on the last day of the immediately preceding LIBOR Interest Period and ending one, two or three months thereafter, as selected by Borrower-by telephone or in writing (and if by telephone, confirmed by Borrower the same day by facsimile), but in no event after the Revolving Credit Maturity Date; subject, however, to the following provisions: (i) if any LIBOR Interest Period would otherwise end on a day which is not a Business Day, that LIBOR Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such LIBOR Interest Period into another calendar month, in which event such LIBOR Interest Period shall end on the immediately preceding Business Day; and (ii) any LIBOR Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such LIBOR Interest Period) shall end on the last Business Day of a calendar month.

(17) "LIBOR Rate" - means, for each LIBOR Tranche, with respect to each day during each LIBOR Interest Period, the rate (rounded to the next higher 1/100 of 1%) for U.S. dollar deposits for the relevant LIBOR Interest Period, as reported on Telerate page 3750 as of 11:00 a.m., London time, on the second London Business Day before the relevant LIBOR Interest Period begins (or if not so reported, then as determined by the Bank from another recognized source or interbank quotation), adjusted for reserves by dividing that rate by 1.00 minus the LIBOR Reserve.

(18) "LIBOR Reserve" means the maximum percentage reserve requirement (rounded to the next higher 1/100 of 1% and expressed as a decimal) in effect for any day during the LIBOR Interest Period under the Federal Reserve

Board's Regulation D for Eurocurrency liabilities as defined therein. Notwithstanding the foregoing, if the Borrower has hedged the interest expense incidental to any Loan accruing interest based upon the LIBOR Rate by entering into an interest rate swap transaction pursuant to a swap agreement, LIBOR Rate shall be rounded five decimal places in accordance with the 1991 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.

(19) "LIBOR Tranche" - means each portion of the Loan to which an Adjusted LIBOR Rate applies.

(20) "Loan" - as defined in the introductory paragraph hereof.

(21) "Loan Agreement" - means the Loan Agreement dated October 27, 1994, as amended by Amendment Number One to Loan Agreement dated November 1, 1996, by the Letter Agreement dated October 22, 1997, by Amendment Number Two to Loan Agreement dated October 26, 1998, by Amendment Number Three to Loan Agreement dated October 26, 1999, by Amendment Number Four to Loan Agreement dated October 31, 2000 and as may be further amended, supplemented, modified or extended from time to time.

(22) "Loan Documents" - means this Fourth Replacement Revolver Note in the Principal amount of up to Twelve Million Dollars (\$12,000,000.00), the Loan Agreement and any and all other documents executed by Borrower in connection with the Loan.

(23) "London Business Day" - means any Business Day on which commercial banks, are open for international business (including dealing in Dollar deposits) in London, England and New Jersey.

(24) "Material Adverse Effect" - has the meaning given such term in the Loan Agreement.

(25) "Maturity Date" - as defined in Section 3 hereof.

(26) "Operating Account" - has the meaning given to such term in Section 3 hereof.

(27) "Person" - has the meaning given such term in the Loan Agreement.

(28) "Prime Rate" - means for each day, the lending rate set and announced by Bank from time to time for purposes of fixing interest rates on various categories of loans which Bank determines are to be tied to such Prime Rate. The Prime Rate is not necessarily the lowest rate of interest which Bank charges any of its customers.

(29) "Prime Rate Interest Period" - for a Prime Rate Tranche, means a period of time beginning with an Effective Date, of 365 days in length, selected by Borrower by telephone or in writing (and if by telephone, confirmed by Borrower the same day by facsimile) during which the Interest Rate for such Prime Rate Tranche is the Adjusted Prime Rate. If the Prime Rate Interest Period would otherwise end on a day that is not a Business Day, such Prime

Rate Interest Period shall be extended to the next business Day, unless such Business Day would fall into the next calendar month, in which event such Prime Rate Interest Period shall end on the immediately preceding day.

(30) "Prime Rate Tranche" - means each proportion of the Loan to which the Adjusted Prime Rate applies.

(31) "Regulation D" - means Regulation D of the Board of Governors of the Federal Reserve System as amended or supplemented from time to time.

2. Interest Rate

(1) The principal sum outstanding from time to time hereunder shall bear interest from the date or dates advanced until the date repaid at a rate equal to the Adjusted Prime Rate. The Adjusted Prime Rate shall change simultaneously with each change in the Prime Rate.

(2) Notwithstanding the foregoing, at any time up to that date which is 90 days prior to the Maturity Date, provided no Event of Default or Default has occurred, Borrower shall have the option to fix the interest rate on portions of the Loan of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) or more, in a minimum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) at the Adjusted LIBOR Rate, subject to Bank's ability to secure such funds for such periods.

(3) Borrower may exercise the option to have portions of the Loan from time to time bear interest at the Adjusted LIBOR Rate by giving bank written notice (which shall be irrevocable), by telephone or in writing, by 10:00 A.M. at least two London Business Days before each proposed LIBOR Tranche, specifying the date and the amount of the proposed LIBOR Tranche and the length of the proposed LIBOR Interest Period. Borrower will confirm any telephonic notice of a proposed LIBOR Tranche the same day by facsimile copy.

(4) The interest due on the Loan shall be payable as provided in Section 3 below.

3. Interest and Principal Payments; Maturity Date.

(1) Prime Rate Loans. Borrower shall pay interest in arrears on the unpaid principal amount of the Prime Rate Tranche, from the date on which the Prime Rate Tranche is created until such principal amount has been repaid in full, or converted to a LIBOR Tranche, as the case may be, (1) every thirty (30) days after the Effective Date of such Prime Rate Tranche and (2) on the Maturity Date, at the Adjusted Prime Rate.

(2) Conversions to LIBOR Tranches. By notifying Bank at least two (2) London Business Days prior to an Effective Date, Borrower may convert into a LIBOR Tranche all or any all or any part of any Prime Rate Tranche at any time in a minimum principal amount of \$200,000.00. At the end of the applicable LIBOR Interest Period, the LIBOR Tranche will convert to a Prime Rate Tranche unless Borrower notifies Bank at least (2) London Business Days before the end of the existing LIBOR Interest Period that

Borrower is electing to continue all or any part of the Tranche as a LIBOR Tranche and is selecting a new LIBOR Interest Period.

(3) LIBOR Tranches. Borrower shall pay interest in arrears on the unpaid principal amount of each LIBOR Tranche at the Adjusted LIBOR Rate for such LIBOR Tranche from the date on which such LIBOR Tranche is created until such principal amount has been paid in full, or converted to a Prime Rate Tranche, as the case may be, (1) every 30 days after the Effective Date of such LIBOR Tranche, and (2) on the Maturity Date at the Adjusted LIBOR Rate.

(4) Principal Repayment. Borrower shall repay the outstanding principal balance of the Loan, all accrued and unpaid interest thereon and any other sums then outstanding hereunder or under the Loan Documents on October 31, 2001 (the "Maturity Date").

(5) Operating Account. Borrower covenants and agrees to maintain an operating account with Bank at all times during which any portion of the Loan remains outstanding (the "Operating Account"). Borrower hereby authorizes Bank to charge the Operating Account for all payments hereunder as they become due. Borrower agrees to keep in the Operating Account sufficient amount to make such payments as and when they come due. Bank's failure to so charge the Operating Account in order to satisfy Borrower's payment obligations hereunder shall not relieve Borrower's obligations to make all such payments. In the event that Borrower shall fail to maintain a sufficient balance in the Operating Account to satisfy a payment obligation on the date such payment becomes due, Borrower shall continue to be obligated to make such payment and, if such payment is not made by Borrower in some other manner on or before the date such payment becomes due, such failure shall constitute an Event of Default hereunder. All payments received by Bank from Borrower shall be applied in the following order: (i) to the payment of fees and other costs and expenses then due and owing from Borrower, (ii) to the payment of accrued and unpaid interest then due, (iii) to the payment of any outstanding principal hereunder.

(6) Interest Calculation. Both before and after any default, interest shall be calculated on the basis of a 360 day year but charged on the basis of the actual number of days elapsed in any calendar year or part thereof.

4. Prepayments.

(1) Borrower may repay the Prime Rate Tranches in whole or in part at any time and from time to time in a minimum amount of Two Hundred Thousand Dollars (\$200,000.00).

(2) Borrower may, at any time, prepay the principal balance of a LIBOR Rate Tranche in whole or in part; provided, however, that Borrower shall indemnify Bank against Bank's loss or expense in employing deposits as a consequence of any prepayment of any LIBOR Rate Tranche on a date other than the last day of the LIBOR Interest Period ("Indemnified Loss or Expense"). The amount of such Indemnified Loss or Expense shall be determined by Bank based upon the assumption that Bank funded 100% of

such LIBOR Rate Tranche in the London interbank market. Any prepayment shall include accrued and unpaid interest to the date of prepayment on the principal amount prepaid and all other sums due and payable hereunder. Nothing herein shall be deemed to alter or affect any obligations that Borrower may have to Bank under any interest rate swap agreements. Borrower agrees to pay the Indemnified Loss or Expense upon any prepayment of the LIBOR Tranche, whether voluntary, required by Bank in connection with any acceleration of the indebtedness hereunder upon the occurrence of an Event of Default, or as otherwise required under this Fourth Replacement Revolver Note. A determination of Bank as to the amounts payable pursuant to this Section 4(B) shall be conclusive absent manifest error.

5. Late Charges. If any installment of principal or interest or both hereunder or other payment required to be made by Borrower under the other Loan Documents is not paid within ten (10) days after becoming due, Borrower shall pay to Bank on demand a late charge of five percent (5%) of such overdue amount to reimburse Bank for the additional expenses to be incurred as a result of such delinquency, but such late payment fee shall not obligate Bank to accept any overdue payment hereunder nor limit the rights and remedies available to Bank as a result of Borrower's default, as hereinafter provided. The amount of any such late charge not paid promptly

following demand shall be deemed outstanding and payable pursuant to this Fourth Replacement Revolver Note.

6. Event of Default. An Event of Default shall mean and Event of Default as defined in the Loan Agreement.

7. Default Rate. Upon the occurrence of an Event of Default hereunder, the interest rate otherwise payable hereunder (the "Contract Rate") shall increase immediately and without notice and thereafter shall be payable at a rate of three (3%) per annum in excess of the Contract Rate (said higher rate is hereinafter called the "Default Rate"), until the Event of Default has been cured, or in the event the principal of this Fourth Replacement Revolver Note has been accelerated, until this Fourth Replacement Revolver Note is paid in full, including the period following entry of any judgment on or relating to this Fourth Replacement Revolver Note or the other Loan Documents. Interest on any such judgment shall accrue and be payable at the Default Rate, and not at the statutory rate of interest, after judgment, any execution thereon, and until actual receipt by the holder of payment in full of this Fourth Replacement Revolver Note and said judgment. Interest at the Default Rate shall be collectible as part of any judgment hereunder and shall be secured by the other Loan Documents.

8. Remedies. Upon the occurrence of an Event of Default, the Bank shall be entitled to exercise all remedies available to it under the terms of the Loan Agreement.

9. Accounts. Borrower hereby covenants and agrees that while the Loan is outstanding it will maintain all of its primary operating accounts with the Bank.

10. Waivers by Borrower, Cumulative Remedies.

(1) Borrower hereby waives presentment for payment, demand, notice of non-payment, notice of protest and protest of this Fourth Replacement Revolver Note. The Borrower hereby consents to any and all extensions of time,

renewals, waivers or modifications that may be granted by the Bank with respect to the payment or other provisions of this Fourth Replacement Revolver Note, and agrees that additional obligors may become parties hereto without notice to the Borrower without affecting the Borrower's liability hereunder.

(2) Borrower hereby waives-the benefit of any laws which now or hereinafter might otherwise authorize the stay of any execution to be issued on any judgment covered on this Fourth Replacement Revolver Note. **BORROWER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS FOURTH REPLACEMENT NOTE, THE LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT AND ANY LEGAL PROCEEDING ARISING HEREUNDER OR THEREUNDER.**

(3) No failure or delay on the part of the Bank in exercising any right, power or privilege under this Fourth Replacement Revolver Note and no course of dealing between the Borrower and the Bank shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any right, power or privilege that the Bank would otherwise have. No notice to, or demand on, the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances would constitute a waiver of the right of the Bank to any other or further action and any circumstances without notice or demand.

11. Costs and Expenses. The Borrower agrees, in accordance with the terms of the Loan Agreement, to pay all costs and expenses of the Bank incurred in order to enforce any remedy available to the Bank under this Fourth Replacement Revolver Note, the Loan Agreement or any Loan Document.

12. Reimbursement to Bank for Increased Costs Due to Capital Adequacy Requirements. If after the date hereof any change in law or regulation or the interpretation thereof by any court of administrative or governmental authority charged with the administration thereof, or compliance by Bank with any request or directive (whether or not having the force of law) of any such authority, applicable from time to time now or after the date

hereof to Banks in general, shall (A) impose, modify, deem applicable or result in the application of any capital maintenance, capital ratio or similar requirements against loan commitments or other facilities made by Bank and the result thereof shall be to impose upon Bank a fee or a requirement to increase any capital requirements applicable as a result of the making or maintenance of the Loan (which imposition of or increase in capital requirements may be determined by Bank's reasonable allocation of the aggregate of such capital impositions or increases), or (B) subject Bank to any tax, duty or other charge with respect to the Loan, the Fourth Replacement Revolver Note, or change the basis of taxation of payments to Bank of the principal of or interest on the Loan or any other amounts due under this Fourth Replacement Revolver Note, in respect to of the Loan (except for changes in the rate of tax on the overall net income of Bank imposed by any jurisdiction in which Bank is obligated to pay taxes), then, upon demand by Bank, Borrower shall immediately pay to Bank from time to time as specified by Bank, such additional amounts or fees which shall be sufficient to compensate Bank for such impositions of or increases in capital requirements or taxes from the date of such change, together with interest on each such amount from the date demanded

until payment in full thereof at the Default Rate with respect to amounts or fees not paid when due. Upon the occurrence of any event referred to above, a certificate setting forth in reasonable detail the amounts necessary to compensate Bank as a result of an imposition of or increase in capital requirements or taxes submitted by Bank to Borrower shall be conclusive, absent manifest error or bad faith, as to the amount thereof.

13. Special Provisions of LIBOR Tranches.

(1) Unavailability of Funds and Indeterminate Interest Rates.

If on or before the date Bank is to make any LIBOR Tranche or on or before any Effective Date (1) Bank determines in good faith that it is unable to obtain funds at the LIBOR Rate for the elected Interest Period for any reason, including, but not limited to the unavailability of funds at such rate, any change in existing law, any new law, the length of such Interest Period, or otherwise or (2) Bank determines in good faith that no adequate means exists to determine the LIBOR Rate for such Interest Period, then, at Bank's option, Borrower shall be deemed to have requested a Prime Rate Tranche or shall be required to elect an Interest Period of a length for which Bank may obtain funds at the LIBOR Rate.

(2) Changes Affecting Ability to Maintain Funds. If, during any Interest Period, any change in existing law, any new law, or any other factor beyond the control of Bank prevents Bank in its good faith determination from maintaining funds at the rate of adjustment of which determines the LIBOR Rate for such Interest Period and requires Bank to cease so maintaining funds actually so maintained prior to termination of such Interest Period, then on the date of such required cessation, Borrower shall be required to specify a different Interest Rate for such Interest Period or, in the alternative, to elect an Interest Period of a length for which Bank may maintain funds at the rate the adjustment of which determines the LIBOR Rate. In addition, within five (5) days after Bank notifies Borrower of such required conversion, Borrower shall reimburse Bank for any loss or expense Bank has certified in writing to Borrower that Bank has incurred as a result of any such required cessation.

14. Interest Limitation; Severability

(1) Nothing herein contained nor any transaction related hereto shall be construed or shall operate either presently or prospectively to require Borrower to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Any interest paid in excess of the lawful rate shall be refunded to Borrower. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding hereunder, in which event any applicable prepayment premium shall be waived with respect to the amount so prepaid, and shall be applied in such order as Bank may determine. If the excessive amount of interest paid exceeds the sums outstanding hereunder, the portion exceeding the said sums outstanding hereunder shall be refunded in cash by Bank. Any such crediting or refund shall not cure or waive any default by Borrower hereunder or under the other Loan Documents. Borrower agrees, however, that in determining whether or not any interest payable hereunder exceeds

FOURTH
REPLACEMENT
REVOLVER NOTE

\$12,000,000.00 West Windsor, New Jersey
as of October 31, 2000

FOR VALUE RECEIVED, DATARAM CORPORATION, a New Jersey corporation, having an address at Route 571, Princeton Road, West Windsor Township, New Jersey 08543 ("Borrower"), promises to pay the order of FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., successor by merger to New Jersey National Bank, a national banking association, having its principal office at 370 Scotch Road, West Trenton, New Jersey 08628 ("Bank"), at its offices or at such other address as may hereafter be specified by Bank, in lawful money of the United States of America, the principal sum of TWELVE MILLION DOLLARS (\$12,000,000.00), or the aggregate unpaid principal amount of all Revolving Credit Advances (as defined in the Loan Agreement, hereinafter referred to) made to the Borrower by the Bank (the "Loan") pursuant to the Loan Agreement, together with interest thereon at the rate or rates and in the installments and at the times hereinafter provided.

1. Definitions. Whenever used in this Fourth Replacement Revolver Note, the following words and phrases shall have the respective meanings ascribed to them below.

(1) "Adjusted LIBOR Rate" - means the LIBOR Rate plus the Applicable Margin.

(2) "Adjusted Prime Rate" - means the Prime Rate minus the Applicable Margin.

(3) "Applicable Margin" - means, for Prime Rate Tranches 0.75% per annum and for LIBOR Tranches 1.00% per annum.

(4) "Bank" - as defined in the introductory paragraph hereof.

(5) "Borrower" - as defined in the introductory paragraph hereof.

(6) "Business Day" - means any day other than a Saturday, Sunday, or other day on which commercial banks in New Jersey are authorized or required to close under the laws of the State of New Jersey.

(7) "Contract Right" - as defined in Section 7 hereof.

1

(8) "Default" - means and refers to any event, act or occurrence, which with the

passing of time or the giving of notice or both, would constitute and Event of Default as defined in the Loan Agreement.

(9) "Default Rate" - means and refers to any event, act or occurrence, which with the passing of time or the giving of notice or both, would constitute an Event of Default as defined in the Loan Agreement.

(10) "Dollars" and "\$" - mean lawful money of the United States of America.

(11) "Effective Date" - means, for the Prime Rate Tranche, the date on which a Prime Rate Interest Period commences, pursuant to Section 3 hereof, for the LIBOR Tranche, the date Borrower designates as the date on which a LIBOR

Interest Period is to commence pursuant to Section 3 hereof.

(12) "Event of Default" - shall mean and Event of Default as defined in the Loan Agreement.

(13) "Indemnified Loss or Expense" - as defined in Section 4 hereof.

(14) "Interest Period" - means any period during which the Interest Rate is the Adjusted Prime Rate, or any Adjusted LIBOR Rate, or the Default Rate, as appropriate.

(15) "Interest Rate" - means the Adjusted LIBOR Rate and the Adjusted Prime Rate, or the Default Rate, as appropriate.

(16) "LIBOR Interest Period" - for a LIBOR Tranche means, initially, the period of time, beginning on an Effective Date and ending one, two or three months thereafter, as selected by Borrower-by telephone or in writing (and if by telephone, confirmed by Borrower the same day by facsimile), during which the Interest Rate for such LIBOR Tranche is the Adjusted LIBOR Rate and thereafter, each period commencing on the last day of the immediately preceding LIBOR Interest Period and ending one, two or three months thereafter, as selected by Borrower-by telephone or in writing (and if by telephone, confirmed by Borrower the same day by facsimile), but in no event after the Revolving Credit Maturity Date; subject, however, to the following provisions: (i) if any LIBOR Interest Period would otherwise end on a day which is not a Business Day, that LIBOR Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such LIBOR Interest Period into

2

another calendar month, in which event such LIBOR Interest Period shall end on the immediately preceding Business Day; and (ii) any LIBOR Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such LIBOR Interest Period) shall end on the last Business Day of a calendar month.

(17) "LIBOR Rate" - means, for each LIBOR Tranche, with respect to each day during each LIBOR Interest Period, the rate (rounded to the next higher 1/100 of 1%) for U.S. dollar deposits for the relevant LIBOR Interest Period, as reported on Telerate page 3750 as of 11:00 a.m., London time, on the second London Business Day before the relevant LIBOR Interest Period begins (or if not so reported, then as determined by the Bank from another recognized source or interbank quotation), adjusted for reserves by dividing that rate by 1.00 minus the LIBOR Reserve.

(18) "LIBOR Reserve" means the maximum percentage reserve requirement (rounded to the next higher 1/100 of 1% and expressed as a decimal) in effect for any day during the LIBOR Interest Period under the Federal Reserve Board's Regulation D for Eurocurrency liabilities as defined therein. Notwithstanding the foregoing, if the Borrower has hedged the interest expense incidental to any Loan accruing interest based upon the LIBOR Rate by entering into an interest rate swap transaction pursuant to a swap agreement, LIBOR Rate shall be rounded five decimal places in accordance with the 1991 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.

(19) "LIBOR Tranche" - means each portion of the Loan to which an Adjusted LIBOR Rate applies.

(20) "Loan" - as defined in the introductory paragraph hereof.

(21) "Loan Agreement" - means the Loan Agreement dated

October 27, 1994, as amended by Amendment Number One to Loan Agreement dated November 1, 1996, by the Letter Agreement dated October 22, 1997, by Amendment Number Two to Loan Agreement dated October 26, 1998, by Amendment Number Three to Loan Agreement dated October 26, 1999, by Amendment Number Four to Loan Agreement dated October 31, 2000 and as may be further amended, supplemented, modified or extended from time to time.

(22) "Loan Documents" - means this Fourth Replacement Revolver Note in the Principal amount of up to Twelve Million Dollars (\$12,000,000.00), the Loan

3

Agreement and any and all other documents executed by Borrower in connection with the Loan.

(23) "London Business Day" - means any Business Day on which commercial banks, are open for international business (including dealing in Dollar deposits) in London, England and New Jersey.

(24) "Material Adverse Effect" - has the meaning given such term in the Loan Agreement.

(25) "Maturity Date" - as defined in Section 3 hereof.

(26) "Operating Account" - has the meaning given to such term in Section 3 hereof.

(27) "Person" - has the meaning given such term in the Loan Agreement.

(28) "Prime Rate" - means for each day, the lending rate set and announced by Bank from time to time for purposes of fixing interest rates on various categories of loans which Bank determines are to be tied to such Prime Rate. The Prime Rate is not necessarily the lowest rate of interest which Bank charges any of its customers.

(29) "Prime Rate Interest Period" - for a Prime Rate Tranche, means a period of time beginning with an Effective Date, of 365 days in length, selected by Borrower by telephone or in writing (and if by telephone, confirmed by Borrower the same day be facsimile) during which the Interest Rate for such Prime Rate Tranche is the Adjusted Prime Rate. If the Prime Rate Interest Period would otherwise end on a day that is not a Business Day, such Prime Rate Interest Period shall be extended to the next business Day, unless such Business Day would fall into the next calendar month, in which event such Prime Rate Interest Period shall end on the immediately preceding day.

(30) "Prime Rate Tranche" - means each proportion of the Loan to which the Adjusted Prime Rate applies.

(31) "Regulation D" - means Regulation D of the Board of Governors of the Federal Reserve System as amended or supplemented from time to time.

2. Interest Rate

(1) The principal sum outstanding from time to time hereunder shall bear interest from the date or dates advanced until the date repaid at a rate equal to the

4

Adjusted Prime Rate. The Adjusted Prime Rate shall change simultaneously with each change in the Prime Rate.

(2) Notwithstanding the foregoing, at any time up to that date which is 90 days prior to the Maturity Date, provided

no Event of Default or Default has occurred, Borrower shall have the option to fix the interest rate on portions of the Loan of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) or more, in a minimum of TWO HUNDRED THOUSAND DOLLARS

(\$200,000.00) at the Adjusted LIBOR Rate, subject to Bank's ability to secure such funds for such periods.

(3) Borrower may exercise the option to have portions of the Loan from time to time bear interest at the Adjusted LIBOR Rate by giving bank written notice (which shall be irrevocable), by telephone or in writing, by 10:00 A.M. at least two London Business Days before each proposed LIBOR Tranche, specifying the date and the amount of the proposed LIBOR Tranche and the length of the proposed LIBOR Interest Period. Borrower will confirm any telephonic notice of a proposed LIBOR Tranche the same day by facsimile copy.

(4) The interest due on the Loan shall be payable as provided in Section 3 below.

3. Interest and Principal Payments; Maturity Date.

(1) Prime Rate Loans. Borrower shall pay interest in arrears on the unpaid principal amount of the Prime Rate Tranche, from the date on which the Prime Rate Tranche is created until such principal amount has been repaid in full, or converted to a LIBOR Tranche, as the case may be, (1) every thirty (30) days after the Effective Date of such Prime Rate Tranche and (2) on the Maturity Date, at the Adjusted Prime Rate.

(2) Conversions to LIBOR Tranches. By notifying Bank at least two (2) London Business Days prior to an Effective Date, Borrower may convert into a LIBOR Tranche all or any all or any part of any Prime Rate Tranche at any time in a minimum principal amount of \$200,000.00. At the end of the applicable LIBOR Interest Period, the LIBOR Tranche will convert to a Prime Rate Tranche unless Borrower notifies Bank at least (2) London Business Days before the end of the existing LIBOR Interest Period that Borrower is electing to continue all or any part of the Tranche as a LIBOR Tranche and is selecting a new LIBOR Interest Period.

(3) LIBOR Tranches. Borrower shall pay interest in arrears on the unpaid principal amount of each LIBOR Tranche at the Adjusted LIBOR Rate for

5

such LIBOR Tranche from the date on which such LIBOR Tranche is created until such principal amount has been paid in full, or converted to a Prime Rate Tranche, as the case may be, (1) every 30 days after the Effective Date of such LIBOR Tranche, and (2) on the Maturity Date at the Adjusted LIBOR Rate.

(4) Principal Repayment. Borrower shall repay the outstanding principal balance of the Loan, all accrued and unpaid interest thereon and any other sums then outstanding hereunder or under the Loan Documents on October 31, 2001 (the "Maturity Date").

(5) Operating Account. Borrower covenants and agrees to maintain an operating account with Bank at all times during which any portion of the Loan remains outstanding (the "Operating Account"). Borrower hereby authorizes Bank to charge the Operating Account for all payments hereunder as they become due. Borrower agrees to keep in the Operating Account sufficient amount to make such payments as and when they come due. Bank's failure to so charge the Operating Account in order to satisfy Borrower's payment obligations hereunder shall not relieve Borrower's obligations to make all such payments. In the event that Borrower shall fail to maintain a sufficient balance in the

Operating Account to satisfy a payment obligation on the date such payment becomes due, Borrower shall continue to be obligated to make such payment and, if such payment is not made by Borrower in some other manner on or before the date such payment becomes due, such failure shall constitute an Event of Default hereunder.

All payments received by Bank from Borrower shall be applied in the following order: (i) to the payment of fees and other costs and expenses then due and owing from Borrower, (ii) to the payment of accrued and unpaid interest then due, (iii) to the payment of any outstanding principal hereunder.

(6) Interest Calculation. Both before and after any default, interest shall be calculated on the basis of a 360 day year but charged on the basis of the actual number of days elapsed in any calendar year or part thereof.

4. Prepayments.

(1) Borrower may repay the Prime Rate Tranches in whole or in part at any time and from time to time in a minimum amount of Two Hundred Thousand Dollars (\$200,000.00).

(2) Borrower may, at any time, prepay the principal balance of a LIBOR Rate Tranche in whole or in part; provided, however, that Borrower shall indemnify Bank against Bank's loss or expense in employing deposits as a

6

consequence of any prepayment of any LIBOR Rate Tranche on a date other than the last day of the LIBOR Interest Period ("Indemnified Loss or Expense"). The amount of such Indemnified Loss or Expense shall be determined by Bank based upon the assumption that Bank funded 100% of such LIBOR Rate Tranche in the London interbank market. Any prepayment shall include accrued and unpaid interest to the date of prepayment on the principal amount prepaid and all other sums due and payable hereunder. Nothing herein shall be deemed to alter or affect any obligations that Borrower may have to Bank under any interest rate swap agreements. Borrower agrees to pay the Indemnified Loss or Expense upon any prepayment of the LIBOR Tranche, whether voluntary, required by Bank in connection with any acceleration of the indebtedness hereunder upon the occurrence of an Event of Default, or as otherwise required under this Fourth Replacement Revolver Note. A determination of Bank as to the amounts payable pursuant to this Section 4(B) shall be conclusive absent manifest error.

5. Late Charges. If any installment of principal or interest or both hereunder or other payment required to be made by Borrower under the other Loan Documents is not paid within ten (10) days after becoming due, Borrower shall pay to Bank on demand a late charge of five percent (5%) of such overdue amount to reimburse Bank for the additional expenses to be incurred as a result of such delinquency, but such late payment fee shall not obligate Bank to accept any overdue payment hereunder nor limit the rights and remedies available to Bank as a result of Borrower's default, as hereinafter provided. The amount of any such late charge not paid promptly following demand shall be deemed outstanding and payable pursuant to this Fourth Replacement Revolver Note.

6. Event of Default. An Event of Default shall mean and Event of Default as defined in the Loan Agreement.

7. Default Rate. Upon the occurrence of an Event of Default hereunder, the interest rate otherwise payable hereunder (the "Contract Rate") shall increase immediately and without notice and thereafter shall be payable at a rate of three (3%) per annum in excess of the Contract Rate (said higher rate is hereinafter called the "Default Rate"), until the Event of Default has been cured, or in the event the principal of this Fourth Replacement Revolver Note has been accelerated, until this

Fourth Replacement Revolver Note is paid in full, including the period following entry of any judgment on or relating to this Fourth Replacement Revolver Note or the other Loan Documents. Interest on any such judgment shall accrue and be payable at the Default Rate, and not at the statutory rate of interest, after judgment, any execution thereon, and until actual receipt by the holder of payment in full of this Fourth Replacement Revolver Note and said judgment. Interest at the Default Rate shall be collectible as

7

part of any judgment hereunder and shall be secured by the other Loan Documents.

8. Remedies. Upon the occurrence of an Event of Default, the Bank shall be entitled to exercise all remedies available to it under the terms of the Loan Agreement.

9. Accounts. Borrower hereby covenants and agrees that while the Loan is outstanding it will maintain all of its primary operating accounts with the Bank.

10. Waivers by Borrower, Cumulative Remedies.

(1) Borrower hereby waives presentment for payment, demand, notice of non-payment, notice of protest and protest of this Fourth Replacement Revolver Note. The Borrower hereby consents to any and all extensions of time, renewals, waivers or modifications that may be granted by the Bank with respect to the payment or other provisions of this Fourth Replacement Revolver Note, and agrees that additional obligors may become parties hereto without notice to the Borrower without affecting the Borrower's liability hereunder.

(2) Borrower hereby waives the benefit of any laws which now or hereinafter might otherwise authorize the stay of any execution to be issued on any judgment covered on this Fourth Replacement Revolver Note. **BORROWER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS FOURTH REPLACEMENT NOTE, THE LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT AND ANY LEGAL PROCEEDING ARISING HEREUNDER OR THEREUNDER.**

(3) No failure or delay on the part of the Bank in exercising any right, power or privilege under this Fourth Replacement Revolver Note and no course of dealing between the Borrower and the Bank shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any right, power or privilege that the Bank would otherwise have. No notice to, or demand on, the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances would constitute a waiver of the right of the Bank to any other or further action and any circumstances without notice or demand.

11. Costs and Expenses. The Borrower agrees, in accordance with the terms of the Loan Agreement, to pay all costs and expenses of the Bank incurred in order to enforce any remedy available to the Bank under this Fourth Replacement Revolver Note, the Loan Agreement or any Loan Document.

8

12. Reimbursement to Bank for Increased Costs Due to Capital Adequacy Requirements. If after the date hereof any change in law or regulation or the interpretation thereof by any court of administrative or governmental authority charged with the administration thereof, or compliance by Bank with any request or directive (whether or not having the force of law) of any such authority, applicable from time to time now or after the date hereof to Banks in general, shall (A) impose, modify, deem applicable or result in the application of any capital

maintenance, capital ratio or similar requirements against loan commitments or other facilities made by Bank and the result thereof shall be to impose upon Bank a fee or a requirement to increase any capital requirements applicable as a result of the making or maintenance of the Loan

(which imposition of or increase in capital requirements may be determined by Bank's reasonable allocation of the aggregate of such capital impositions or increases), or (B) subject Bank to any tax, duty or other charge with respect to the Loan, the Fourth Replacement Revolver Note, or change the basis of taxation of payments to Bank of the principal of or interest on the Loan or any other amounts due under this Fourth Replacement Revolver Note, in respect to of the Loan (except for changes in the rate of tax on the overall net income of Bank imposed by any jurisdiction in which Bank is obligated to pay taxes), then, upon demand by Bank, Borrower shall immediately pay to Bank from time to time as specified by Bank, such additional amounts or fees which shall be sufficient to compensate Bank for such impositions of or increases in capital requirements or taxes from the date of such change, together with interest on each such amount from the date demanded until payment in full thereof at the Default Rate with respect to amounts or fees not paid when due. Upon the occurrence of any event referred to above, a certificate setting forth in reasonable detail the amounts necessary to compensate Bank as a result of an imposition of or increase in capital requirements or taxes submitted by Bank to Borrower shall be conclusive, absent manifest error or bad faith, as to the amount thereof.

13. Special Provisions of LIBOR Tranches.

(1) Unavailability of Funds and Indeterminate Interest Rates. If on or before the date Bank is to make any LIBOR Tranche or on or before any Effective Date (1) Bank determines in good faith that it is unable to obtain funds at the LIBOR Rate for the elected Interest Period for any reason, including, but not limited to the unavailability of funds at such rate, any change in existing law, any new law, the length of such Interest Period, or otherwise or (2) Bank determines in good faith that no adequate means exists to determine the LIBOR Rate for such Interest Period, then, at Bank's option, Borrower shall be deemed to have requested a Prime Rate Tranche or shall be required to elect an Interest Period of a length for which Bank may obtain funds at the LIBOR Rate.

9

(2) Changes Affecting Ability to Maintain Funds. If, during any Interest Period, any change in existing law, any new law, or any other factor beyond the control of Bank prevents Bank in its good faith determination from maintaining funds at the rate of adjustment of which determines the LIBOR Rate for such Interest Period and requires Bank to cease so maintaining funds actually so maintained prior to termination of such Interest Period, then on the date of such required cessation, Borrower shall be required to specify a different Interest Rate for such Interest Period or, in the alternative, to elect an Interest Period of a length for which Bank may maintain funds at the rate the adjustment of which determines the LIBOR Rate. In addition, within five (5) days after Bank notifies Borrower of such required conversion, Borrower shall reimburse Bank for any loss or expense Bank has certified in writing to

Borrower that Bank has incurred as a result of any such required cessation.

14. Interest Limitation; Severability

(1) Nothing herein contained nor any transaction related hereto shall be construed or shall operate either presently or prospectively to require Borrower to pay interest at

a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Any interest paid in excess of the lawful rate shall be refunded to Borrower. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding hereunder, in which event any applicable prepayment premium shall be waived with respect to the amount so prepaid, and shall be applied in such order as Bank may determine. If the excessive amount of interest paid exceeds the sums outstanding hereunder, the portion exceeding the said sums outstanding hereunder shall be refunded in cash by Bank. Any such crediting or refund shall not cure or waive any default by Borrower hereunder or under the other Loan Documents. Borrower agrees, however, that in determining whether or not any interest payable hereunder exceeds the highest rate permitted by law, any non-principal amount (except payments specifically stated herein to be "interest"), including, without limitation, late charges, shall be deemed, to the extent permitted by law, to be an expense, fee or indemnity rather than interest.

(2) In the event that for any reason one or more of the provisions of this Fourth Replacement Revolver Note or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall, to such extent, be held for naught as though not herein contained but shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Fourth Replacement Revolver

10

Note, but this Fourth Replacement Revolver Note shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15. Notices. All notices, requests, demands or other communications to or upon the Borrower or the Bank shall be deemed to have been given or made when hand delivered or deposited in the mail by certified mail, return receipt requested, postage prepaid, addressed to the Borrower or the Bank, as the case may be, at their respective addresses as the Borrower or the Bank may hereafter specify in writing to the other, except that any communication with respect to a change of address shall be deemed to be given or made when received by the Borrower or the Bank to whom such communication was sent.

16. Successors and Assigns. This Fourth Replacement Revolver Note is binding upon

the Borrower and its successors and assigns except that Borrower shall not have the right to assign its rights or obligations hereunder or any interest herein.

17. Amendment. This Fourth Replacement Revolver Note may not be charged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change modification or discharge is sought.

18. Governing Law. This Fourth Replacement Revolver Note has been executed and delivered in the State of New Jersey and shall be construed and enforced in accordance with the laws of the Stat of New Jersey.

19. Captions. The captions or headings of the sections in this Fourth Replacement Revolver Note are for convenience only and shall not control or effect the meaning or construction of any term or provision of this Fourth Replacement Revolver Note.

20. Replacement Note. This Fourth Replacement Revolver Note is a modification and replacement of a certain Revolver Note of the Borrower to the Bank dated October 27, 1994, the

