License Agreement

This Agreement, by and between Licensor Optimized Systems Software, Inc. ("O.S.S."), and the undersigned Licensee ("User") delimits the terms and conditions under which User may use a certain software product entitled "BASIC XL RUN TIME VERSION" (hereinafter referred to as the "Licensed Product").

1. The Licensed Product is licensed for use on a single owner's computer system only. The User has NOT purchased any rights to copy, distribute, lend, sell, or otherwise use the Licensed Product on any system other than one owned by User. Unless a copy of this Agreement, signed by User, is returned to O.S.S., in which case the provisions of this Agreement shall govern Users rights and obligations.

2. Not superseding the above, User may make back-up copies of any portions of the Licnesed Product so long as any Copyright notices, etc., are transferred to each copy.

3. User acknowledges that violations of the provisions herein may cause damage to O.S.S. Inc., which may greatly exceed the License fee paid and that injunctive and/or punitive relief may be appropriate in cases of such violations.

4. (a) O.S.S. Inc. hereby grants User the right to distribute copies of programs (written using the BASIC XL computer language) which includes all or portions of the Licensed Product so long as the original unmodified form of said Licensed Product is thereby distributed. It is the intent of this section to allow User to give or sell, copies of User's BASIC XL programs to other persons, including users' groups, friends, public domain or commerical medium.

   (b) Users agrees to include a notice on each copy of any medium which includes the License Product and distributed by User in according to the terms specified above. The notice included shall be substantially the same as the following three lines:

   This Program Was Written Using BASIC XL
   BASIC XL is Trademark of O.S.S., Inc.
   Portions of this program are (c) 1984 O.S.S., Inc.

5. The rights to distribute said Licensed Product in accordance with the terms hereof shall begin when this Agreement is signed by and received by User.

6. User acknowledges that User accepts this package as delivered, as-is, with all faults whether known or yet to be discovered, void or any warranty whatsoever as to package's quality, performance, merchantability, fitness for any particular use, or liability for any direct, indirect, incidental, or consequential damages.

7. (a) O.S.S. hereby notifies User that User's failure to properly fill in, sign, and return a copy of this Agreement shall release O.S.S. of responsibility of supporting User or User's copy of the Licensed Product.

   (b) O.S.S. may, at its sole option, require the return of the Licensed Product from persons who have not returned such a signed copy of this Agreement. Should O.S.S. exercise this option, O.S.S.'s sole

responsibility shall be to refund the amount paid by User (less any shipping charges and/or taxes).

(c) O.S.S., though, acknowledges that O.S.S.'s receipt of a properly signed copy of this Agreement shall entitle User to a reasonable amount of support and assistance in the use and application of the Licensed Product.

8. This Agreement shall inure to the benefit of the heirs, assigns, or successors in business to the parties hereto. User may sell User's Licensed Product to a third party providing that User gives said third party a copy of this Agreement and providing that User gives written notice to O.S.S. of any such sale. The rights granted User by this Agreement shall NOT inure to the benefit of said party until and unless said third party independently signs and returns (to O.S.S.) a copy of this Agreement (which copy shall be provided by O.S.S. upon receipt of the notice of sale from User).

9. (a) If any portion of this Agreement is rendered invalid or inactive for any reason, the remainder of this Agreement shall remain intact and in force.

(b) Section numbering and letterings are for convenience only, and shall not be construed as limiting the scope of this Agreement in any way.

(c) In case of any disputes as to the terms or conditions of this Agreement or to breaches thereof, O.S.S. shall return any monies paid by User for the Licensed Product, User shall return the Licensed Product to O.S.S., and this Agreement shall be terminated as if User had requested termination as in Paragraph 4., above.

(d) This Agreement shall be construed and interpreted according to the laws of the State of California.

For Optimized Systems Software, Inc. ("O.S.S."),

_____,
a duly authorized agent of the corporation in this matter.

I, the undersigned, as User, hereby acknowledge that I have read and understood this license Agreement and hereby agree to all terms and conditions thereof. In accordance with the provisions of Paragraph 1, of this Agreement, I acknowledge that the Licensed Product will be used on

_____ a computer owned by me.

_____ a computer owned by _____
being model number _____
and serial number _____

Signature _____dated_____

Printed Name _____
Title, if needed _____

FOR YOUR INFORMATION

In plain English, non-legal language, the License Agreement means something like this (though this is NOT a legally binding explanation--consult an attorney if you are not sure as to the meanings and language of this Agreement):

1. Unless you have signed and returned this Agreement this license allows you to use the Run Time Disk only on your own system.

2. You can make backups. Please put our copyright notice on the backups. You can NOT give the backups to your friends. Besides, see 7.(c) below.

3. We can sue you for more than $40. If someone sells 100 pirated copies at $20 each, you would expect us to get more that $30 from them, wouldn't you?

4. (a) Upon receipt of a copy of this Agreement, signed by User.
    (b) If you have signed and returned the Agreement, you can give away or sell BASIC XL programs which you have written. You may include the file called "BASICXL.COM", (you may re-name it) but none of the other programs, etc., unless you ask us.
    (c) You have to put these three lines either on your disk's label, in one of the first screens the user sees, or in your instructions. That's only fair, isn't it?

5. If you do things this Agreement says you can't do, O.S.S. can buy it back from you.

6. We won't guarantee that this will work for you in the way you want it too. But see 7.(c) below.

7. (a) Fill in, sign, and return a copy of this to O.S.S.
    (b) If you don't return a signed copy, O.S.S. can buy the disk back from you and you can't use it anymore.
    (c) If you do return a signed copy, O.S.S. will help you.

8. You can sell you original master disk and documentation if you tell us you did so. You aren't supposed to keep any copies for yourself, and you are supposed to tell the buyer about this Agreement. Tell us, too, and we will let the buyer sign a piece of paper like this. Isn't that neat?

9. (a) If part of the Agreement is wrong, the rest is still right.
    (b) The paragraph numbers and letters are just to make this explanation easier.
    (c) If we can't agree on something, you get your money back and we get the Run-Time Disk back. You can't use the stuff on the Run-Time Disk after that.
    (d) If you live in Upper Pasquaddalitty, North Colorado, you still have to live by our strange California laws when it comes to this Agrement.