W I N P A K # 1   D E L U X E

S I T E   L I C E N S E   I N F O R M A T I O N

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Here's the gist of how it works: The company purchasing a site license (the licensee) provides a single point of contact for shipping, technical support, upgrades, etc., and we (the licensor) provide a "golden master" of the diskettes, manual, and any other parts of the package.

There are different interpretations of the term "site license." The legal definitions and explanations can be found in the "End User Site License Agreement" on the following pages; however, in lay-man's terms, for the purpose of this documentation, a site license is a volume discount on multiple copies of the software package.

Rhode Island Soft Systems, Inc. will provide a volume discount of a full 25% for customers wishing to license between ten (10) and forty-nine (49) copies ("sites") of WinPak Deluxe Volume #1, and a full 33% discount for customers wishing to license fifty (50) or more copies. At 1/3 off, this is a tremendous savings! If your company needs 100+ copies, please contact us for a special pricing -- we are very flexible and will work to reach a solution that works for you, with even greater savings!

These days the world seems to be run by attorneys, so of course they want to get involved in everything. The following legalese document is the complete license agreement. Simply print it, fill it out, sign under LICENSEE, enclose a check or money order (made out in U.S. dollars) for the correct amount, and mail or FAX it to:

Rhode Island Soft Systems, Inc.	Voice/Fax: (401) 658-4632
P.O. Box 748	BBS: (401) 658-3465
Woonsocket, RI 02895	CompuServe: [73770,1633]
U.S.A.	Delphi: EGROBICHAUD
	GEnie: E.ROBICHAUD1

Upon receipt of the completed, signed form, and a check or money order for the correct amount, we will send you the required "golden masters" and a copy of the license agreement with an authorized signature under LICENSOR.

If you have any questions, or if you need site license information for more than 100 sites, please contact us - we are very flexible, and will work with you to reach a solution that works for you!

All of the following pages are part of the actual site license agreement:

WinPak Deluxe Volume #1

<u>END USER SITE LICENSE AGREEMENT</u>

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1.0 DEFINITIONS

1.1 "Licensed program" means the object code version of the program listed in Exhibit1 and related program user documentation. No rights to the source code versions of the licensed program are granted by this license.

1.2 "Object code" means any instruction or set of instructions in machine executable form.

1.3 "User documentation" means any standard manuals or other related materials used for user instruction or reference in use of the licensed program.

1.4 "Use" means copying of any portion of the licensed program from a storage unit or media into the designated equipment and execution of the licensed program on the equipment.

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2.1 Licensee is granted a nontransferrable, nonexclusive right to use the number of copies of the licensed program indicated on Exhibit 1 for Licensee's internal use. Licensor (Rhode Island Soft Systems, Inc.) will deliver one copy of the licensed program to Licensee. Licensee may make additional copies of the licensed program, up to the number of copies licensed herein, provided that each copy of the program contains Rhode Island Soft System, Inc.'s copyright notice and any other proprietary legends, including legends under the Federal Acquisition Regulations (FAR), if any, contained on the delivered copy.

2.2 Each copy of the licensed program provided under this license may be used on only one computer at any one time. If used on a network system, each terminal user is automatically considered to be using a distinct copy of the licensed program whether or not he is actually using it.

2.3 Licensee shall not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program except as provided in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license.

3.0 TERMS

3.1 This license is effective until terminated. Licensee may terminate it at any time by destroying the licensed program and all copies of it and notifying Rhode Island Soft Systems, Inc. in writing. This license will also terminate as otherwise provided in this agreement. On termination, Licensee shall return all materials not destroyed to Rhode Island Soft Systems, Inc. together with a written verification that the remaining materials have been destroyed.

4.0 PAYMENT

4.1 The fee for this license is set forth in Exhibit 1, payable as set forth.

5.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1 The licensed program is licensed, not sold. Nothing in this agreement shall be construed as conveying title in the licensed program to Licensee.

5.2 Licensee understands and agrees that the source code for the licensed program and all documentation related thereto constitute the valuable properties and trade secrets of Rhode Island Soft Systems, Inc., owner of the copyright to the licensed program, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Rhode Island Soft Systems, Inc. a competitive advantage.

5.3 Licensee agrees during the term of this license, and thereafter, to hold the licensed program, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Licensee's own internal use hereunder.

5.4 Licensee shall inform Rhode Island Soft Systems, Inc. promptly and in writing of any actual or suspected unauthorized use or disclosure of the licensed programs or documentation related thereto.

5.5 The obligations under this paragraph shall survive the termination or rescission of this agreement.

6.0 LIMITED WARRANTY

6.1 Rhode Island Soft Systems, Inc. warrants that for a period of ninety days from the date of delivery of the licensed program, the program, if unmodified by the Licensee, will perform in substantial conformity with the user documentation. Rhode Island Soft Systems, Inc. does not warrant that the licensed program is free from coding errors. Any program problems reported to Rhode Island Soft Systems, Inc. during the warranty period and determined by Rhode Island Soft Systems, Inc. to be actual coding errors will be corrected by Rhode Island Soft Systems, Inc. within a reasonable time. Any modifications to the licensed program shall thereafter be licensed AS IS.

6.2 The above warranty does not apply to the extent that any failure of the licensed program to perform as warranted is caused by the licensed program being (1) not used in accordance with the user documentation, or (2) modified by any person other than authorized Rhode Island Soft Systems, Inc. personnel.

6.3 LICENSOR MAKES AND LICENSEE RECEIVES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

7.0 LIMITATION OF LIABILITY

7.1 The total liability of Rhode Island Soft Systems, Inc. or its suppliers for any claim or damage arising out of the use of the licensed program or otherwise related to this license shall be limited to direct damages which shall not exceed the license fee(s) which have been paid by Licensee to Rhode Island Soft Systems, Inc. for the specific client project which is the subject of such claim or damage.

7.2 IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ADDITIONAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.0 TERMINATION. THIS LICENSE MAY BE TERMINATED BY Rhode Island Soft Systems, Inc. IF:

8.1 Licensee fails to comply with any material term or condition of this agreement and Licensee fails to cure such failure within fifteen days after notices of such failure by Rhode Island Soft

Systems, Inc.; and

8.2 Licensee's normal business operations are disrupted or discontinued for more than thirty days by reason of insolvency, bankruptcy, receivership, or business termination.

9.0 GENERAL TERMS

9.1 Neither this agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Licensee without prior written consent of Rhode Island Soft Systems may assign this agreement entirely in its discretion upon the express written assumption of the obligations hereunder by the assignee.

9.2 This agreement shall be interpreted and enforced in accordance with and shall be governed by the laws of the State of Rhode Island and the Providence Plantations applicable to contracts between residents. No suit for enforcement of or for a declaration of rights between the parties to this agreement shall be commenced in any court other than the Municipal or County Court in and for Providence County, State of Rhode Island and the Providence Plantations.

9.3 Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the commercial rules of the American Arbitration Association, using an arbitrator with knowledge of computers and software, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration or other action arising out of any claimed breach of this agreement or transactions under this agreement may be demanded by either party more than one year after the cause of action accrued. The prevailing party in any such action related to or arising under this agreement shall be entitled to reasonable attorneys' fees. This provision shall not apply to any action or proceeding for injunctive relief.

9.4 This agreement and its exhibits contain the entire agreement between the parties hereto, superseding all previous agreements, representations, understandings and negotiations. This agreement may not be amended other than by writing signed by an authorized representative of the parties.

9.5 If any terms or provisions of this agreement shall be found to be illegal or enenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

9.6 No amendment of this agreement shall be effective unless it is in writing and signed by duly authorized representatives or both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

9.7 This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this agreement by either party except as provided hereinabove.

9.8 Timely payment is of the essence of this agreement.

9.9 This agreement may be signed in counterparts.

Effective this _____ day of _____, 19_____

LICENSEE licenses _____ copies ("Sites") from LICENSOR according to the price schedule in Exhibit 1.

LICENSEE   LICENSOR

_____   _____
Authorized Signature   Authorized Signature

Typed name:_____   Eric G. Robichaud

Title:_____   President

Address:_____   P.O. Box 748

_____   Woonsocket, RI 02895

_____   USA

_____

EXHIBIT 1

Price Schedule for Licensed Program

WinPak Deluxe, Volume #1

NUMBER OF USERS	LICENSE FEE PER USER
1 - 9	Regular price (See REGISTER.WRI)
10 - 49	25% discount per copy: $14.96 (US) per copy
50 - 100	33% discount per copy: $13.36 (US) per copy
101+	Please contact Rhode Island Soft Systems, Inc.

The above prices include one copy of the Retail Version of the WinPak Deluxe package. Licensee may make additional copies, up to the number of copies licensed. Rhode Island Soft Systems, Inc. can supply multiple copies of the distribution diskettes at an additional cost of $5.00 per copy for shipping and handling costs.