SILVER CREEK ENTERTAINMENT SOFTWARE LICENSE AGREEMENT

Shareware Version of Hardwood Solitaire II (tm), including all versions, patches and upgrades (the "Game") Copyright 1997 Silver Creek Entertainment P.O. Box 1251, Grants Pass, Oregon, 97526 TEL & FAX: 1-888-GAMENET, 1-541-474-3353 (" Silver Creek Entertainment "). All rights reserved.

This file, LICENSE.DOC, describes the terms and conditions by which Silver Creek Entertainment will license other parties to distribute this software program which is intended solely for distribution as "shareware" (the "Game") No use, reproduction or distribution of the Program, or of copies of the Program, is authorized except in compliance with the terms and conditions set forth below.

====== The key points to our LIMITED DISTRIBUTION RIGHTS =======

As provided in detail below:

Individuals can, and are entirely encouraged! to give away copies of the Game without charge. You are NOT allowed to give your registration code to others or make it possible for others to play the full game, not excluding hacks or patches. You are only allowed to play the full game if you get a registration code from Silver Creek Entertainment.

Online services (including BBSs, and WWW and FTP sites) that are free (except for any subscription fees or incidental Internet access charges), and BBSs may make the Game available for downloading.

ALL OTHER DISTRIBUTION, including by CD-ROM, shareware catalog, or retail rack REQUIRES:

WRITTEN PERMISSION (WHICH SILVER CREEK ENTERTAINMENT MAY WITHHOLD IN ITS DISCRETION) &

PRE-PAYMENT OF A LICENSE FEE OR OTHER MUTUALLY AGREED BENEFIT.

DISTRIBUTION OTHERWISE IS PROHIBITED BY LAW AND INFRINGES RIGHTS OF SILVER CREEK ENTERTAINMENT.

O1 .	•				1	1
('laime	against	3710	latore	3371	he	pursued.
Ciamis	agamsi	VIO	iaiois	WILL	ν	Duisucu.

[1] DEFINITIONS:

The "Trademarks" consist of the "Silver Creek Entertainment" words and logo, the name of the Game, game characters, and all other marks used by Silver Creek Entertainment in connection with the Game. Other

trademarks used for description or comparison purposes are the property of their respective owners.

[2] OWNERSHIP:

Except to the extent expressly licensed, Silver Creek Entertainment owns and reserves the exclusive right to distribute the Game, and the right to use the Trademarks in connection with it. Its content, layout and format are the property of Silver Creek Entertainment to the extent permitted by law.

[3] GRANT:

Silver Creek Entertainment grants a non-exclusive, non-transferable, royalty-free license to distribute the Game only as follows:

- [A] INDIVIDUALS are encouraged to share and give copies of the Game to friends, family, coworkers, and members of any not-for-profit organization, but only without charge.
- [B] ONLINE SERVICES (including BBSs, and WWW and FTP sites) that are free (except for any subscription fees or incidental Internet access charges), and BBSs may make the Game available for downloading.
- [C] These grants are subject to the conditions that no copyright information or trademark will be added or removed, and all of the Game's files as released by Silver Creek Entertainment will be included without modification . The only file you may distribute is:

HWSII142.EXE approx 2.6 megs

which is a self-extracting file containing game files & may NOT be uncompressed and repackaged.

[D] *ALL* other distribution, including by lease, rental, online service that charges for online access time, CD-ROM, catalog, and retail rack REQUIRES WRITTEN PERMISSION (which Silver Creek Entertainment may withhold in its discretion) AND PRE-PAYMENT OF A LICENSE FEE OR OTHER MUTUALLY AGREED BENEFIT. Interested persons are invited to contact Silver Creek Entertainment (proposals are welcome).

[4] TERM:

Unless terminated for cause, grants by Silver Creek Entertainment under this LICENSE.DOC terminate 30 days after receipt of written notice, or such longer period as the notice may provide. Sections [2], and [5] survive termination.

[5] LIMITED WARRANTY AND LIMITATION OF REMEDIES: THE GAME IS PROVIDED "AS-IS", AND NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXPRESS OR IMPLIED, ARE MADE AS TO IT OR ANY MEDIUM IT MAY BE ON. UNDER NO CIRCUMSTANCES WILL WE PROVIDE ANY REMEDY FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES ARISING FROM IT, INCLUDING SUCH FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY OR CONTRACT, EVEN AFTER NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

[6] MISCELLANY

- [A] Since we (Silver Creek Entertainment) would be irreparably damaged if Sections [2], [3], or [6][D] were not specifically enforced, we will be entitled without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of such sections, in addition to such other remedies as we may have.
- [B] You will indemnify and hold us, our partners, affiliates, contractors, employees and agents harmless from damage, loss and expense arising directly or indirectly from your acts and omissions in copying, distributing or modifying the Game.
- [C] With respect to every matter arising under this, you consent to the exclusive jurisdiction and venue of the state and federal courts sitting in Oregon, and to service by certified mail, return receipt requested, or as otherwise permitted by law.
- [D] You will not modify the Game.
 Except to the extent, if any, applicable law may require otherwise, you will not decompile, disassemble, or reverse engineer the Game, or use or disclose any confidential information that it contains.

This version of the license.doc supercedes any previous versions of said document relating to the Game.

v 4.10.97y