If you would like to become an authorized vendor/distributor of ELPIN SYSTEM. Please write to us, international inquiries are welcome. To help facilitate our approval process please send a copy of your current catalog, or send us your, or request our, vendor agreement. Please reply to our address below.

Elpin Systems 45 S. Park Victoria Suite 401 Milpitas, CA 95035 (408) 441-7980

BE SURE TO CHECK OUT OUR WEB PAGE AT http://www.elpin.com/

This VENDOR.WRI describes the only terms by which Elpin Systems permit Commercial Distribution of this Program.

"Commercially distribute" means to distribute for money or other consideration. It includes copying onto magnetic disks, CD-ROM's or any other tangible medium now or subsequently known, and distribution by retail rack, direct mail, catalog, advertisement, or trade show. It does *not* include distribution by any not-for-profit organization, by any hobby, user or computer interest group to its members, or electronically by any BBS.

"Program" means this Version 1.30S and its related files (including this one) distributed by us under the mark Farnsworth Ferret's Fun Pack for Kids (collectively, the "Trademark"), as it may be upgraded or otherwise modified from time-to-time by Elpin Systems.

Distribution is "non-commercial" when for free, or by any not-for-profit corporation or tax exempt organization, or by hobby, user or computer interest group to its members, or by any BBS.

- A. OWNERSHIP: Except to the extent expressly licensed by us, we have and reserve the exclusive copyright and other rights, title and interest to distribute the Program and all earlier versions of it, and the right to use the Trademark in connection with them.
- B. DISTRIBUTION: You may Commercially Distribute the Program, under this License so long as you:
- [1] Market it as shareware using "try before you buy" or similar words,
- [2] Try to sell only the most current version of it,
- [3] Make distribution copies only from master copies received directly from us using high quality disks and duplication technology,
- [4] Distribute the complete Program including all of its related files, each in compressed or other format as released by us,
- [5] Clearly and obviously mark all promotional material that the program is SHAREWARE.
- [6] Have a signed vendor agreement on file with us.
- C. THINGS YOU CANNOT DO: You may not commercially distribute the program in any of the following ways without written permission from us:
- [1] You may NOT sell Farnsworth Ferret's Fun Pack for Kids in a retail location without a signed written permission from Elpin Systems.
- [2] You may NOT sell Farnsworth Ferret's Fun Pack for Kids on a CD ROM without a signed written agreement from Elpin Systems
- [3] You may NOT sell the registered version of Farnsworth Ferret's for Kids under any circumstances whatsoever.

D. Your right to distribute under this license is personal, and does not include any right to [1] sublicense or otherwise cause any copying or distribution of the Program by anyone else without our consent in writing, or [2] rent or lease the Program, or [3] sell it as part of any hardware or software package, or [4] bundle this program as an incentive for any other product.

E. THE PROGRAM IS PROVIDED "AS-IS". NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE AS TO IT OR ANY MEDIUM IT MAY BE ON. WE WILL PROVIDE NO REMEDY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL 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.

F. TERM: This License terminates upon 30 days prior written notice by either of us to the other. If terminated by us by such notice, you may distribute the Program until the earlier of 30 days after the termination date in the notice, or completion of the distribution of the copies you have in stock. Sections A, D and H will survive the termination of this License.

H. MISCELLANEOUS

[1] Since we would be irreparably damaged if Section A, B, C or D of this License 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. [2] You will hold us, our partners, contractors, employees and agents harmless from damage, loss and expense arising directly or indirectly from your acts and omissions in copying and distributing the Program. [3] With respect to every matter arising under this License, you consent to the exclusive jurisdiction and venue of the state and federal courts sitting in Santa Clara County, California, and to service by certified mail, return receipt requested, or as otherwise permitted by law.