

LIGHTSPEED Electronics, Inc. License Agreement

CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO BREAKING THE DISK SEAL. BREAKING THE DISK SEAL INDICATES YOUR FINAL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Should you not agree with these Terms and Conditions, return the unopened disk package and any other components of this product along with your sales receipt to LIGHTSPEED Electronics, Inc. and your money will be refunded. No refunds will be given for products with the disk seal opened or with missing components. Postal expenses are the responsibility of the purchaser. Certified and insured postage is recommended for all returns.

1. LICENSE: YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM OR DOCUMENTATION, OR ANY COPY, MODIFICATION, OR MERGED PORTION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. You have the non-exclusive right to use the Synergy Teleconferencing System™ program. You may use the Synergy Teleconferencing System™ program only for the licensed number of active teleconferencing lines as preset in the software by the manufacturer and in accordance with the number of serial cards purchased along with the software. The Synergy Teleconferencing System™ program can only be used on a single computer. You may physically transfer the Synergy Teleconferencing System™ program from one computer to another provided the program is only used on one computer at a time. You may not (a) electronically transfer the Synergy Teleconferencing System™ program from one computer to another over a network or modem, (b) distribute copies of the program or documentation, in whole or in part, to others, or (c) modify or translate the program or related documentation without prior written consent of LIGHTSPEED Electronics, Inc.

2. OPERATING RESTRICTIONS: THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM MUST BE OPERATED AS A DEDICATED SYSTEM WITH NO OTHER SOFTWARE RESIDENT IN MEMORY OR OPERATING IN CONJUNCTION WITH IT WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF LIGHTSPEED Electronics, Inc. PERMISSION IS GRANTED IN THIS AGREEMENT FOR THE CONCURRENT OPERATION OF MICROSOFT DOS™. NO OTHER SOFTWARE MAY BE OPERATED CONCURRENTLY WITH THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM. THIS RESTRICTION COVERS BUT IS NOT LIMITED TO (A) THE USE OF OVERLAY SOFTWARE OR ANY OTHER SOFTWARE WHICH RESULTS IN A CHANGE IN THE FUNCTIONING OF THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM IN ANY WAY, (B) MULTI-USER DOS SYSTEMS, OR (C) RAM DISK SOFTWARE OTHER THAN THAT PROVIDED BY MICROSOFT AS A FUNCTION OF MICROSOFT DOS™.

3. LOCATION RESTRICTION: YOU ARE AUTHORIZED TO OPERATE THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM AS A PUBLICLY ACCESSIBLE TELECONFERENCING SYSTEM IN AREA CODE _____ PREFIX _____ IN THE CITY OF _____, STATE OF _____ ONLY. Operation of the Synergy Teleconferencing System™ software as a public access station in any other location must be pre-approved by LIGHTSPEED Electronics, Inc. The Synergy Teleconferencing System™ software may be operated as a private system for use as a support service to clubs, schools, businesses, etc. outside of this location without prior approval.

4. COPYRIGHT, BACK-UP AND TRANSFER: The Synergy Teleconferencing System™ program and its related documentation are copyrighted. You may make only one (1) copy of the program solely for back-up purposes. You must reproduce the LIGHTSPEED Electronics, Inc. copyright notice on the back-up copy. You may also install the software on the hard drive (fixed disk drive) of the single computer from which you will be operating the Synergy Teleconferencing System™ software. All other copies of the Synergy Teleconferencing System™ program and its documentation are in violation of this agreement and are expressly forbidden. You may transfer and license the Synergy Teleconferencing System™ program to another party if (a) the party agrees to the Terms and Conditions of this agreement, (b) LIGHTSPEED Electronics, Inc. agrees to the transfer, and (c) you submit a Registration Transfer Form with the original disk package, along with a \$55 processing and update fee to LIGHTSPEED Electronics, Inc. If you transfer the Synergy Teleconferencing System™ program you must, at the same time, transfer the documentation and back-up copy, or you must transfer the documentation and destroy the back-up copy. Any components beyond the Synergy Teleconferencing System™ software and documentation should be transferred directly to the receiving party.

5. TERM: This license is effective until terminated. You may terminate it by destroying the Synergy Teleconferencing System™ program and documentation and any copies thereof. This license will also terminate if you fail to comply with any term or condition of this agreement. You agree upon termination to destroy all copies of the program and documentation.

6. LIMITED WARRANTY: THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PROGRAM IS ASSUMED BY YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU (AND NOT LIGHTSPEED Electronics, Inc. OR ITS DEALERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. FURTHER, LIGHTSPEED Electronics, Inc., DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE; AND YOU RELY ON THE RESULTS SOLELY AT YOUR OWN DISCRETION.

LIGHTSPEED Electronics, Inc. warrants only to you, as the original licensee, that the disk in which the Synergy Teleconferencing System™ program is recorded shall be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of your sales receipt. If, during this ninety (90) day period, a defect in the disk should occur, the disk may be returned to LIGHTSPEED Electronics, Inc. at the address noted below and LIGHTSPEED Electronics, Inc. will replace the disk without charge. LIGHTSPEED Electronics, Inc.'s entire liability, and your exclusive remedy, shall be replacement of the disk as provided above. If failure of the disk has resulted by accident, abuse, or misapplication of the disk, LIGHTSPEED Electronics, Inc. shall have no responsibility to replace the disk free of charge under the terms of this limited warranty.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT IS MADE BY LIGHTSPEED Electronics, Inc. ON THIS LIGHTSPEED Electronics, Inc. PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

7. **LIMITATION OF LIABILITY:** NEITHER LIGHTSPEED Electronics, Inc. NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SYNERGY TELECONFERENCING SYSTEM™ PROGRAM SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE, THE RESULTS OF THE USE, OR INABILITY TO USE SUCH PRODUCT, EVEN IF LIGHTSPEED Electronics, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE CLAIM MAY NOT APPLY TO YOU.

8. **UPDATE POLICY:** In order to be able to obtain updates of the Synergy Teleconferencing System™ program, the licensee, and persons to whom the program is transferred in accordance with this agreement, must complete and return the Registration Form shipped with the program to LIGHTSPEED Electronics, Inc. IF THIS REGISTRATION FORM HAS NOT BEEN RECEIVED BY LIGHTSPEED Electronics, Inc., LIGHTSPEED Electronics, Inc. IS UNDER NO OBLIGATION TO MAKE AVAILABLE TO YOU ANY UPDATES, EVEN THOUGH YOU HAVE MADE PAYMENTS OF THE APPLICABLE UPDATE FEE.

9. **LEGAL EXPENSES:** YOU AGREE TO PAY ANY AND ALL LEGAL AND COURT EXPENSES ARISING OUT OF A VIOLATION OF THIS AGREEMENT IN WHICH LIGHTSPEED Electronics, Inc. IS FORCED TO SEEK COURT ASSISTANCE TO PROTECT IT'S RIGHTS AND THE COURT AGREES THAT A VIOLATION OF THIS LICENSE HAS OCCURED. Legal expenses include but are not limited to (a) any and all professional lawyer expenses, (b) expenses assessed by the United States or other Government or court, and (c) travel and living expenses of any LIGHTSPEED personnel required to testify to the the court.

10. **GOVERNING LAW; BINDING EFFECT:** This License Agreement shall be governed by the laws of The State of Florida in the United States of America and shall insure to the benefit of LIGHTSPEED Electronics, Inc., its successors and assigns.

11. **ACKNOWLEDGEMENT:** YOUR SIGNATURE OR BREAKING THE DISK SEAL IS AN ACKNOWLEDGEMENT THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Should you have any questions concerning this agreement, write to: LIGHTSPEED Electronics, Inc., 400 Sheridan Avenue, Satellite Beach, Florida 32937 - Attn: Legal Dept.

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LIGHTSPEED Electronics, Inc. 400 Sheridan Avenue, Satellite Beach, Florida 32937

Trademarks and Registered Trademarks

Synergy Teleconferencing System™ is a trademark of LIGHTSPEED Electronics, Inc. Diversi-Dial™ is a trademark of Diversified Software Inc. IBM™ is a trademark of International Business Machines, Inc. Macintosh™ is a trademark of Apple Computers, Inc. C-Scan™ is a trademark of Abaton Technologies. Mac-Draw™ and Mac Paint™ are trademarks of Clarias, Inc. Microsoft Word™ is a trademark of Microsoft, Inc. Pagemaker™ is a trademark of Aldus Software.

Customer Satisfaction

If you discover physical defects in the media or in the manual, LIGHTSPEED Electronics, Inc. will replace the media or documentation at no charge to you during the 90 day period after you have purchased the product. Return any item to be replaced, with proof of purchase, to the place of purchase or to LIGHTSPEED Electronics, Inc. LIGHTSPEED Electronics, Inc. will attempt to notify you of any revisions to the software described in this manual, if you have returned the Registration Form received with the product.

Copyright/Transfer

The Synergy Teleconferencing System™ program and its related documentation are copyrighted. You may make only one (1) copy of the program solely for back-up purposes. You must reproduce the LIGHTSPEED Electronics, Inc. copyright notice on the back-up copy. You may also install the software on the hard drive (fixed disk drive) of the single computer from which you will be operating the Synergy Teleconferencing System™ software. All other copies of the Synergy Teleconferencing System™ program and its documentation are in violation of this agreement and are expressly forbidden. You may transfer and license the Synergy Teleconferencing System™ program to another party if (a) the party agrees to the Terms and Conditions of this agreement, (b) LIGHTSPEED Electronics, Inc. agrees to the transfer, and (c) you submit a Registration Transfer Form with the original disk package, along with a \$55 processing and update fee to LIGHTSPEED Electronics, Inc. Under the law, copying includes the transferring of the program or its accompanying documentation, in whole or in part, in any way, or the translation of said materials into any other form or language.

Credits

Synergy Teleconferencing System™ was designed by Frederick Maywald.

Synergy Teleconferencing System™ was developed by Frederick Maywald, Kevin Paramore, Nora Waltman, and Jonathan Luckey.

Synergy Teleconferencing System™ was programmed by Kevin Paramore and Jonathan Luckey with link compatibility consulting from Jonathan Platt.

Synergy Teleconferencing System's™ Owners Manual was designed and written by Frederick Maywald and edited by Nora Waltman, JoAnne Arnold, Jonathan Platt, and Roger Wright, Jr.

The owners manual was designed, edited, and produced by LIGHTSPEED Electronics, Inc. using Aldus Pagemaker™, Microsoft Word™, C-Scan™, and an Apple Laserwriter™ on an Apple Macintosh II™.

Original illustrations Copyright © 1989 LIGHTSPEED Electronics, Inc. using MacPaint™, MacDraw™, C-Scan™, and an Abaton 300FB™ flatbed optical scanner.

The front cover of Synergy Teleconferencing System's Owner's Manual was designed by Frederick Maywald based on the symbol for synergy developed by R. Buckminster Fuller in his book Synergetics.

Special thanks to all the members of FANTASIA - STS Station #1 for their patience and assistance during the testing stages of Synergy Teleconferencing System™.

If you sell your STS system to someone else, be certain you register the transfer with LIGHTSPEED. See the Licensing Agreement for more details on license transfers.

While Synergy Teleconferencing System™ is not copy protected, we would like to point out that each individual version is compiled specifically for each purchaser and that each version has a pre-set unchangeable station number and password list. Copying the program for others enables them to have the complete listing of all possible combinations of passwords for your station -- this is obviously not advisable. In addition, two STS systems with the same station number are incapable of linking to each other and each will ignore data sent from the other even over netlinks.

The development and marketing of Synergy Teleconferencing System™ required a substantial investment that LIGHTSPEED is not likely to recoup quickly due to the limited market for the program and the reasonable pricing at which we have marketed STS. Given this situation, we hope that you will support us, as we will continue to support you, by not copying any portion of this software package in any way, for anyone. By making people pay for this program, you encourage the development of new versions and quality assistance in the future, as well as protect your customer base from unwanted competition.

2.11

Program Modifications

In the past few years a number of people have modified their Diversi-Dial™ systems in an effort to repair some problems in the Diversi-Dial™ software and to enhance it with some desired commands. For the most part these unauthorized modifications were for the benefit of all and were done because Diversified Software, Inc. had effectively abandoned development of Diversi-Dial™ in favor of more profitable ventures. It was in fact a desire for enhancements in our Diversi-Dial™ system that led LIGHTSPEED to develop STS.

Unfortunately not all of the modifications that were made to Diversi-Dial's™ were what most Sysops consider beneficial and some of the modifications were even illegal. Word began to circulate about private message and Email readers and about functions that could read mail and messages being transmitted across links making the whole linking network untrustworthy. At one point LIGHTSPEED itself was looking for mods for our Diversi-Dial™ which included private message readers. Since this time, and after several long sessions with our lawyer, we have determined that readers of this sort only result in two things: 1) They create distrust and cause moral problems on your system (we never did get a /P reader; we learned this by watching what was happening on other systems), and 2) They place the operator of such a system in eminent danger of being sued for Privacy Act violations.

The legal ramifications of monitoring a mail/message system that is available to the public, when the users of said system are led to believe that the information they are sending and receiving is private are much more involved than the average Sysop realizes. Monitoring private communications is a violation of United States privacy laws and the monitoring of information that is being sent across phone lines, especially when crossing state borders, is in violation of F.C.C. rules as well. For these reasons STS does not have installed any private information monitoring systems which do not notify the person being monitored, that monitoring is taking place and who is doing the monitoring.

Beyond modifications of this illegal type, several people have indicated a desire to modify their STS systems with "legal" modifications. Legal is in quotes because STS cannot be legally modified by the consumer. LIGHTSPEED reserves the right to control any and all modifications to the STS system through its license agreement. As a result, any modification (even the smallest one character change no matter what its purpose), is illegal unless performed by LIGHTSPEED or with LIGHTSPEED's consent in writing PRIOR to software modification. Which consent frankly will probably not be granted for any reason. Owners who attempt to adjust the software in any way will be in violation of the license agreement and will be prosecuted.

We understand Sysop's desire to personalize and adjust their systems beyond what is allowed for in the software design, but we think you can also appreciate the lack of "standard" that results from modifications to a system that is designed to be connected to and work interactively with other systems. The net result of non-global modifications to a system like STS is a loss of integrity on the part of the system as a whole. For this reason and others, LIGHTSPEED will not allow any modifications by owners. Any modification to the software itself or to its resulting output or functions (through the use of an overlay for example) is in violation of the license and will result in a trip to court.

Diversi-Dial™ owners began modifying Diversi-Dial™ primarily because Diversified has not been enhancing the system to the user's needs. This will not be the case with LIGHTSPEED. In the unlikely event LIGHTSPEED does reach a point in the distant future where it will not be supporting the program, the rights to the software will either be sold to a company who will pursue further development or the source code will be provided to all registered owners; only at this point will owner modifications be legal. So for most people, LIGHTSPEED's willingness to adapt STS for them will be sufficient to prevent unauthorized modifications.

LIGHTSPEED is determined to protect its rights and those of its customers by protecting our copyright and the integrity of our products which are damaged when unauthorized and illegal modifications are made. STS is designed to be a turn-key system. This means that modifications by the consumer are not allowed. If you know now that you might want to modify STS or you know you might break our copyright, do us all a favor and purchase some other company's software. If you have already purchased STS and broken the disk seal, then please control your urges to make modifications. LIGHTSPEED will custom make almost any modification you desire with the exception of modifications we consider to be illegal or modifications which would cause your STS to be substantially different from other STS systems.

2.12

Custom Program Modifications

As mentioned in Section 2.10, LIGHTSPEED is willing to make modifications to STS for our customers. If a Sysop has a particular modification he/she would like to see installed on STS we are willing to program in any changes a customer wants provided the changes are something we deem as desirable, ethical, and in everyone's best interests. Format changes are usually not something we deem desirable or in everyone's best interests nor is any kind of monitoring function or modification which we consider to be unethical or illegal. Modifications that meet our requirements will be offered as a standard update to all STS systems that wish the update once notification of its existence is given.

Specialized software modifications that do not meet the above qualifications are available for a fee based on the programming time needed to implement the changes. In the case of modifications that allow for /P reading, format changes and things of this nature, the modified STS software will not be considered an STS station but a separate specialized program. The resulting software will be given a different name and will have both STS Standard and STS Network linking protocol removed from the code. This means that you can have a chat system more like you desire, but that it will only be capable of Diversi-Dial™ linking protocol. It will also not be eligible for STS upgrades as LIGHTSPEED will consider it a custom designed application. In order to receive an upgrade, a second special version will need to be made at the customer's request and expense.

Understand that modifications that are not of a formatting or illegal nature and are not made to all STS systems but are made for hire by special request to a specific STS station will not prevent the owner from future STS updates. Modified stations of this type will still be considered STS systems. However, future STS updates will not have the non-standard modifications installed and the Sysop will have to pay programming time on the new version to reinstall the mods again should they be desired.

The reason for our persistence in a universal format is because we feel systems that link together need to have a certain degree of uniformity across links and because software of this type needs to have a degree of uniformity in general for customer's convenience. If a person who uses an STS system in Atlanta visits Chicago, we expect him to be able to logon to the Chicago station and not be perplexed at the fact that even the basics of handle format are not the same.

If you would like further information on specialized or standard modifications, feel free to contact us in writing with your request. Your ideas will be evaluated and should we decide to use your idea on all STS stations, appropriate credit will be given. Should we decide your idea is not something we wish to add to all STS stations, a quote for specialized programming will be sent to you if you so request.

2.13

Tell it to the Judge

We wish to stress that a trip to court is not an idle threat. It WILL happen if LIGHTSPEED's license agreement or copyrights are violated. We expect at least one hacker to test the theory and have in fact even allocated funds in our 1990 budget for just such an event. Those who try to violate our rights are in for a swift and expensive lesson in law. If you are unable to resist modifying your software please save us all the hassle of court and purchase another product.

LIGHTSPEED has an ongoing policy to prosecute software and hardware pirates and our legal department will prosecute any violations to the full extent of the law. Please note that in the license agreement you agreed to pay all of LIGHTSPEED's legal and related expenses resulting from your violation of the agreement. This means that assuming we win in court you are responsible for all our legal fees, court fees, travel fees, etc. resulting from your prosecution as a result of violating said contract. Make no mistake, LIGHTSPEED will take you to court over a violation or copyright infringement. When we are aware of a violation, an injunction against your further use of the software will be filed, followed by a lawsuit if the case cannot be settled outside of court.