

To request a free license for the Tachyon Legacy Assembler, please print and read the following license agreement, sign it, fill in the blanks and either fax the entire agreement to:

+1-303-991-6235

or mail to:

Tachyon Software LLC
4301 South Pierce Street, Suite 8-B
Denver CO, 80123-1386 USA

If you have any questions, please contact Tachyon Software via
e-mail at: legacy@tachyonsoft.com
or phone at: +1-303-722-1341

TACHYON LEGACY ASSEMBLER LICENSE TERMS AND CONDITIONS

1. "Licensor" shall mean Tachyon Software LLC or its assigns. "Licensed Software" or "Software" shall mean the "Tachyon Legacy Assembler", all updates and revisions during the term of the License, if any, and all documentation associated therewith, provided to Licensee, including, but not limited to the User's Guide and other manuals.
2. Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal non-exclusive and non-transferable license to use the Licensed Software during the term of this Agreement.
3. Licensee will only operate Licensed Software on the Hercules emulator.
4. The term of the license granted herein shall commence on the date this Agreement is signed by the Licensee and shall continue for a period of one year. The license may be renewed for additional one year terms at Licensor's sole discretion. Licensor reserves the right to discontinue the Licensed Software and to not offer any renewal term.
5. Upon the expiration of the term of this Agreement, the Licensed Software shall automatically become disabled. In addition, Licensee agrees that so long as this Agreement is in effect or Licensee is in possession of Licensed Software or any portion of Licensed Software, Licensee will not knowingly participate in the development or commercialization of software competitive to the Licensed Software.
6. Licensee acknowledges and agrees that the Licensed Software is Licensor's exclusive, valuable and confidential property and that Licensee will maintain the confidentiality of the licensed Software. Licensee may not make available to third parties the Licensed Software or any portion thereof without Licensor's prior consent.
7. Upon any termination or cancellation of the Agreement, Licensee shall immediately destroy any copies of Licensed Software.

8. Licensee acknowledges that the Licensed Software furnished to Licensee by Licensor is protected by copyright and is not to be copied, reproduced, distributed or published except as reasonably necessary to exercise Licensee's rights to use the Licensed Software under this Agreement.
9. Licensee shall be solely responsible for the selection, installation and use of the Licensed Software. For a period of one year from the date hereof, Licensor shall provide Licensee with certain technical support and service as determined by Licensor. Licensor, at its discretion, may also provide support for problems concerning the Licensee's assembly language programs, which are not related to the Software, for an additional fee, subject to the Licensor's current fee schedule for such support services.
10. The Licensor is not liable for any problems or damages associated with the Licensee's programs which were assembled using the Licensed Software. The Licensee is solely responsible for testing their programs and ensuring adequate backup and recovery of their data.
11. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE LICENSED SOFTWARE AND THE LICENSOR SHALL HAVE NO LIABILITY THEREFOR.
12. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS LICENSE OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LICENSOR'S LIABILITY TO LICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE LICENSE FEES PAID TO LICENSOR HEREUNDER BY THE LICENSEE.
13. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN THE DELIVERY OF THE LICENSED SOFTWARE OR IN THE PERFORMANCE OF SERVICES HEREUNDER OR RELATED AGREEMENTS.
14. LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE FOR THE INFRINGEMENT OF PROPRIETARY RIGHTS BY THE LICENSED SOFTWARE OR ANY PORTION THEREOF.
15. THE LICENSEE MAY NOT, FOR ANY REASON OR PURPOSE, ATTEMPT TO OR ACTUALLY REVERSE ASSEMBLE OR REVERSE COMPILE THE LICENSED SOFTWARE OR ATTEMPT TO DEFEAT TIME LIMITS OR OTHER RESTRICTIONS PRESENT IN THE SOFTWARE.

16. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Additionally, Licensee is bound by all present and future United States laws, regulations, restrictions and policies. The United States maintains lists of Embargo Goods, Deny Orders and Specially Designated Nationals containing but not limited to Iraq, Libya, Iran, North Korea, Cuba and the Serbs of Bosnia. Licensee represents, warrants, agrees, and certifies that Licensee is not a national or resident of any such country, under any such country's control, and that Licensee is not currently located in any such country, or that the Software or its technology produced from it will not be transferred, exported or re-exported into any such country, electronically or otherwise.
17. US Government Restricted Rights: This Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of this Software by the United States Government is subject to restrictions as set forth in FAR 52.227-19(c)(2) or subparagraph (c)(1)(ii) of the Rights in Technical Data and Commercial Computer Software - Restricted Rights clause 48 CFR 52.227-19, and/or similar or successor clauses in the FAR, or the DOD or NASA FAR Supplement, as applicable. Unpublished rights are reserved under the Copyright Laws of the United States. Manufacturers are: Tachyon Software LLC, 5901 W. Lehigh Avenue, Suite 13, Denver, Colorado 80235.
18. These terms and conditions constitute the complete and final agreement between the parties and supersede all prior or contemporaneous oral or written negotiations or communications with respect to its subject matter.
19. In the event of any default under the terms of this Agreement, the non-defaulting party shall be entitled to its remedies at law or in equity and shall also be entitled to its attorneys' fees and costs in the enforcement of this Agreement. In addition, Licensor shall have the right to immediately terminate the Agreement upon default by Licensee. Such termination shall be effective upon Licensee's receipt of written notice of termination from Licensor.
20. The validity, construction and performance of these terms and conditions are governed by the laws of the State of Colorado. Suit with respect to this Agreement may be brought only in a Colorado State or Federal Court. Licensee consents to jurisdiction and venue in Colorado for purposes of any proceeding involving or relating to this Licensee Agreement.

THE UNDERSIGNED HAS READ AND APPROVED OF ALL OF THE TERMS AND CONDITIONS AS STATED HEREIN.

Licensee Name: _____ (may be company name)

Signature: _____ Date: _____

The following must be completely filled out:

Version of the Tachyon Legacy Assembler that I want to use:

MVS 3.8 _____ Linux for S/390 _____

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State/Prov. _____

Country: _____ Zip/P. Code _____

Phone: (_____) _____ FAX: (_____) _____

Company Web Site: _____

E-mail: _____(required)

Name of person using
this software (if different): _____

Phone: (_____) _____ FAX: (_____) _____

E-mail: _____

How many assembler programmers in your group/company? _____

Mainframe models: _____

What software are
you currently using: VSE _____ z/OS _____ OS/390 _____

TPF _____ DB2 _____ CICS _____ VM/CMS _____

Linux for S/390 _____ Linux for zSeries _____

Hercules _____ MVS 3.8 _____

Debuggers (example XDC) : _____

Source Management Software: _____

Other Languages: IBM COBOL _____ Micro Focus COBOL _____

IBM C _____ JCC _____ GCC _____

Other _____

When a license to the Tachyon Legacy Assembler is granted, Tachyon Software will provide you with the information required to activate the software. All requests for licenses are subject to the discretion and approval of Tachyon Software. Please allow up to 5 business days to process your license request. Licenses to the Tachyon Legacy Assembler will not be granted to any person, organization or employee of any organization creating or selling any product that competes with Tachyon Software's products.