

CAST Single User Private Use License Agreement

Parties

CAST ("Licensor") having an office at Bolzano, Via Maso della Pieve, 2/D identified as "Foundry". It is applicable to the software (hereinafter "Font Software") that is specified in invoice. By downloading the Font Software you agree to be bound by the terms of the Foundry's Desktop License Agreement. If you don't agree: don't download, install or use the fonts. Foundry grants you a non-exclusive, non-transferable license to use the Font Software and Documentation, provided that you agree to the following:

Article 1: Allowed uses

You may only use the licensed fonts in the Covidash software.

Article 2: Number of users

The number of authorised users and workstation the Licence is limited to is specified in the Invoice. For example a single-user license agreement allows the installation on one (1) portable device such as a notebook or laptop computer and on one (1) desktop or workstation type device that remains at a single location. If you want to install the Font Software on more cpu's than you've registered for, you need to upgrade your license. Licensee may at any time request from Licensor an offer for a license for additional users and/or workstations.

Article 3: Third parties

You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

Article 4: Embedding

You may embed the licensed fonts into any document you send to third parties. Such documents may be viewed and printed (but not edited) by the recipients. You may not under any circumstances embed the licensed fonts into software or hardware products in which the fonts will be used by the purchasers of such products apart from the software Covidash. Such use requires a different license which may be offered by the Foundry. Please contact info@c-a-s-t.com for further information.

Article 5: Modifications

You may import characters from the font as graphical objects into a drawing program and modify such graphical objects. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed font itself without Foundry's prior written consent.

Article 6: Copyright

The font and the accompanying materials are

copyrighted and contain proprietary information and trade secrets belonging to the foundry owning the font. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

For non-commercial educational and scientific research purposes, including distance learning, there is an exception to the application of copyright. Such exceptions cannot be applied in such a way that they cause prejudice to the legitimate interests of the copyright holders, or in contrast with the normal economic use of their protected works or materials. If applied to the context of electronic environment the exceptions must be duly assessed, with due regard for the increased economic impact that they may have.

Article 7: Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from the Foundry if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, the Product, and all copies of them, in part and in whole, including modified copies, if any.

Article 8: Product Upgrades

Foundry may, from time to time, update the Product. Product upgrade pricing may apply.

Article 9: Disclaimer and Limited Warranty

Foundry warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on your receipt. Foundry's entire liability and your exclusive remedy as to a defective product shall be, at Foundry' option, either return of purchase price or replacement of any such product that is returned to Foundry with a copy of the invoice. Foundry shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty one (21) days. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". THE FOUNDRY DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the quality and performance of the Product rests upon you. The Foundry does not warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. THE FOUNDRY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF Foundry OR THE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Article 10: Entire Agreement

You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of your Agreement with Foundry which supersedes any prior Agreement, oral or written, and any other communications between Foundry and you relating to the subject matter of this Agreement, and that your obligations under this Agreement, shall inure to the benefit of the Foundry licensors whose rights are licensed under this Agreement. Thank you!

Article 10: Governing Law

This agreement will be governed by the laws in force in Italy.

Via Maso della Pieve, 2/D 39100 Bolzano (BZ) Italia

P.IVA e C.F.: 02802640215

www.c-a-s-t.com

info@c-a-s-t.com