

Company License Agreement

K-Sol Project Reader
Copyright © 2005, K-SOL S.r.l. All rights reserved

IMPORTANT-READ CAREFULLY: This COMPANY LICENSE AGREEMENT is a legal agreement between the Licensee and K-SOL S.r.l. The SOFTWARE PRODUCT includes PROJECT READER software, and any electronic documentation. By installing, copying or otherwise using PROJECT READER, you agree to be bound by the terms of COMPANY LICENSE AGREEMENT. If you do not agree to the terms of COMPANY LICENSE AGREEMENT, K-SOL S.r.l. is unwilling to license PROJECT READER to the Licensee.

- 1. THE LICENSEE.** A Company and its totally shared (owned 100%) affiliates all located in a single country.
- 2. INSTALLED LICENSE.** PROJECT READER is installed on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.
- 3. NUMBER OF LICENSES.** The Licensee may use PROJECT READER at any location in a single country so long as the total number of licenses installed does not exceed the number of licenses for which a license fee has been paid to K-SOL S.r.l..
- 4. CHECK INSTALLED LICENSES.** The Licensee accept that PROJECT READER silently can use an opened internet connection to register the installation on ProjectReader website. K-SOL S.r.l. warrants that the only data registered are: Company Name, Project Reader Serial Number and Date (yyyy-mm). *This condition is not applied for Unlimited number of installations.*
- 5. CUSTOMIZED SOFTWARE.** K-SOL S.r.l. (only for protection purpose) will use the Company Name in the Project Reader's user interface and in the footer of the printed pages; the setup package requires the user to enter a password. The Licensee will not provide the launcher password to any person, other than the company and affiliates employees.
- 6. COPYRIGHT.** PROJECT READER is owned by K-SOL S.r.l and is protected by international copyright laws and treaty provisions. Therefore, you must treat PROJECT READER like any other copyrighted material (e.g., a book or musical recording).
- 7. OTHER RESTRICTIONS.** The Licensee may not rent , lease, modify, translate, reverse engineer, decompile, disassemble or create derivative works based on Project Reader. The Licensee may not use directly the following basic component: dmgeneral.dll, dmbd.dll, kmspengine.dll, kgantt32.ocx, ksubc32.ocx. The Licensee may not make access to Project Reader available to other application service providers, or similar businesses. The Licensee will not provide the Software and related documentation to any person, other than the company and affiliates employees.
- 8. LIMITED WARRANTY.** K-SOL S.r.l. warrants that PROJECT READER will perform substantially with the documented functionalities.
- 9. NO OTHER WARRANTIES.** K-SOL S.r.l disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to PROJECT READER, the documented functionalities.
- 10. IDEMNITY.** K-SOL S.r.l. warrants that the transfer to the Licensee and the Licensee's use of PROJECT READER and related documentation will not infringe any proprietary rights (including patents, copyrights, trademarks and trade secrets) of any other entity. In the event a claim of infringement is asserted, K-SOL S.r.l may replace or modify the Software to make it non-infringing, provided that the Licensee agrees that such replacement or modification achieves the substantive results of the original version of the Software. K-SOL S.r.l. will not indemnify the Licensee for all costs, expenses, damages, losses, that the Licensee may incur for programming error attributable to K-SOL S.r.l.
- 11. TERMINATION.** This license will terminate automatically if you fail to comply with the limitations described above. On termination, you must destroy all copies of the Software in electronic or other form, including any copies on backup tapes or other media. Upon termination of this License for any reason, you shall have no right to refund of the whole or part of any License Fee paid.
- 12. ARBITRATION.** Mediation or arbitration shall take place in Padova, Italy. The language shall be English. Italian law will be applied.