

## **FasType for Windows**

### **E V A L U A T I O N   L I C E N C E**

**FasType** is Copyright © 1996 by Trendtech Corporation for this software, documentation, attendant files and user interface; Wayne, New Jersey, United States of America. All rights reserved.

Trendtech Corporation grants you - the user, without charge, the right to evaluate this software for 30 days, and to give out copies of this "Shareware" version of "**FasType for Windows**" software product (including the on-disk documentation, and attendant typing exercise files), on the express condition you do not receive any payment, commercial benefit, other consideration for such reproduction or distribution, or change this license agreement or copyright notices.

The rights to receive any such financial or other benefit, and to modify the product or its components, are reserved exclusively by Trendtech Corporation.

Support from **FasType** registered users enables us to develop additional features and future versions of this full-featured PC typing instruction program. Your registration payment will finance this effort.

The Single-User Registration Fee for **FasType** is \$29.00 in U.S. Funds. Shipping and Handling is an additional \$3.00 for domestic customers, \$5.00 for Canada/Mexico customers, and \$10.00 for overseas customers.

Payment to Trendtech can be made with checks and money orders in which the amount must be expressed in U.S. Funds and drawn on a U.S. Bank. EURO-CHECKS and postal money orders are accepted too. Authorized Purchase Orders will be accepted for all licenses. Send payments to:

**TRENDTECH CORPORATION**  
**FasType Registration**  
**P.O. Box 3687**  
**Wayne, New Jersey 07474-3687**  
**U.S.A.**

For more Information, call Trendtech at: **VOICE: USA (201)-694-8622**  
**FAX: USA (201)-694-2543**

Credit Card payment must be made through the Public (software) Library in Houston, Texas with VISA, MASTERCARD, American Express, or Discover card. Call P(s)L toll-free at 800-2424-PSL, or FAX your order to them at 713-524-6398. If you have Compuserve you can e-mail your credit card to them at PSL, 71355,470. You can also mail your credit card order to them at:

**Public (software) Library**  
**P.O. Box 35705**  
**Houston, Texas 77235-5705**  
**(U.S.A.)**

Upon approval P(s)L will forward your order to Trendtech for shipment.

By sending in your payment, along with your name, company name (if applicable), mailing address, telephone number, version number, where you heard about FasType, and where you obtained your copy of it, you will have purchased a valid license thereby enabling you to receive a fully licensed package containing the latest version of FasType, a printed manual, auxilliary disk, registration key, and 90-day free technical support. Please feel free to contribute your ideas about new features and functionality.

#### **SHAREWARE DISCLAIMER:**

THE "SHAREWARE"-DISTRIBUTED VERSION OF FASTYPE FOR WINDOWS IS LICENSED WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS OF PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE. ALL WARRANTIES ARE DISCLAIMED. BY USING THE FASTYPE PRODUCT, YOU AGREE THAT NEITHER TRENDTECH CORPORATION NOR ANY OF ITS EMPLOYEES, AFFILIATES, OWNERS, OR OTHER RELATED PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR

ANY USE OF (OR INABILITY TO USE) THIS SOFTWARE, OR FOR ANY DAMAGES WHATSOEVER. EVEN IF TRENDTECH CORPORATION AND/OR THE AUTHORS ARE APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. TRENDTECH CORPORATION ASSUMES NO LIABILITY FOR DAMAGES, DIRECT OR CONSEQUENTIAL, WHICH MAY RESULT FROM THE USE OF PC-FASTYPE.

This software may not be reverse-engineered or disassembled, and it includes certain trade secrets and confidential information of Trendtech Corporation.

**U.S. GOVERNMENT RESTRICTED RIGHTS.**

The Licensed Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

Contractor/manufacture is Trendtech Corporation, P.O. Box 3687, Wayne, NJ 07474-3687, U.S.A.

## **RIGHT-TO COPY and SITE LICENSE INFORMATION**

What are right-to-copy and site licenses? These licenses are an easy and inexpensive way for more than one person to legally use one copy of a program on more than one computer at a time. Site and right-to-copy licenses are designed for educational and governmental institutions, corporations, corporate departments, offices, or workgroups where more than one person in the organization needs to use a software product but does not need additional manuals or disks. Site and right-to-copy licensing gives these organizations the ability to equip their personnel with the software tools they need at a minimal cost.

Here's how site and right-to-copy licensing works: the purchasing organization (the licensee) provides a single point of contact (a person) for shipping, technical support, upgrades, etc., and we (the licensor) provide a "master" of the disks, manual, and any other parts of the package needed to make it operate properly. You (the licensee) then make copies of the master disk(s) and manual and distribute them to the users of FasType.

### **BASIC LICENSE DEFINITIONS**

#### **Single-User License:**

One copy of the program is run on one PC with one keyboard. A network file server with one copy of the program shared by many PC's requires a Right-To-Copy license.

#### **Site License:**

Unlimited copying and use permitted for users at a single site. A single site is defined as one building or a group of buildings with a single mailing address. APO and FPO mailing addresses are excluded. An example would be a college campus, a high school, a training facility. A site license allows unlimited INTERNAL use of FasType, on any number of workstations/"keyboard" at the specified location. Your organization's name and address are displayed on the programs' title screen.

NOTE: We have SCHOOL *DISTRICT* licenses too, please call us to discuss pricing.

#### **Right-To-Copy:**

Copying is permitted up to the *QUANTITY ORDERED*. Use of each copy is NOT restricted to a single building or mailing address. Schools may order a Right-to-Copy license for small class-room networks. Usage of FasType on a network constitutes usage of it for each workstation/"keyboard" connected to the network, whether FasType is used on each of the workstations or not. A fully registered and paid-for copy of FasType is required for each workstation/"keyboard".

## **PRICING**

#### **Single-User License:**

One registered package - \$29.00 US\$

price includes one Master Disk, one Auxiliary Disk, one Printed Manual. The single-user has the right to use the registered version on ONE PC at a time. The user has the right to give copies of the master disk for other's evaluation but are not allowed to give copies of the Auxiliary disk or their registration code.

#### **Site License:**

Corporate, Government - \$600.00 US\$

Educational - \$400.00 US\$

price includes one disk, one "activation" disk. The opening title screen contains name of licensee's organization. Right to copy is unlimited at the indicated site.

**Right-to-Copy License:**

<u>Number of Users</u>	<u>License Fee Per User</u>	<u>MINimum Fee This Range</u>	<u>MAXimum Fee This Range</u>
2 - 5	\$18.00	\$ 36.00	\$ 90.00
6 - 10	\$15.00	\$ 90.00	\$ 150.00
11 - 20	\$13.00	\$143.00	\$ 260.00
21 - 50	\$10.00	\$210.00	\$ 500.00
51 -100	\$ 8.00	\$408.00	\$ 800.00
101 -300	\$ 6.00	\$606.00	\$1800.00
> 300	Please contact Trendtech Corporation		

price includes one Master Disk, one Auxiliary disk, one printed user guide, and the right to copy the disks and user guide up to the quantity ordered.

**NOTE:** There is a \$10.00 license shipping and handling charge for Site and Right-To-Copy licenses. See the ORDERFRM file for Single-User shipping charges.

**NOTE:** If your desired quantity falls in the 21 to 50 range, you should consider a Site License purchase; you may save money.

The following document is the complete site or right-to-copy license agreement. Simply print it, fill it out, sign under LICENSEE, enclose your purchase order, or a check or money order for the correct amount, and mail it to our address above:

Upon receipt of the completed, signed form, and a purchase order, check, or money order for the correct amount, we will send you the required master disks and manuals, and a copy of the license agreement with an authorized signature under LICENSOR.

If you have any questions, or if you need right-to-copy license information for more than 300 users, please call or fax our office

All of the following pages are part of the actual site / right-to-copy agreement. Print only one copy of the License Agreement. Mail it to us along with your purchase order or payment; we will countersign it, make a photocopy for our records and send you back the original with the order.

<----- CUT HERE ----->

## **SITE LICENSE or RIGHT-TO-COPY AGREEMENT**

Trendtech Corporation, Inc., of Wayne, New Jersey, U.S.A. (Licensor) grants to:

\_\_\_\_\_ (Licensee),

and Licensee accepts, a license to use the Program named in Exhibit 1 in accordance with the terms and conditions contained in this agreement.

### **1.0 DEFINITIONS**

1.1 "Licensed Program" means the object code version of the program listed in Exhibit 1 and related program's user documentation. No rights to the source code versions of the licensed program are granted by this license.

1.2 "Object code" means any instruction or set of instructions in machine executable form.

1.3 "User documentation" means any standard manuals or other related materials used for user instruction or reference in use of the licensed program.

1.4 "Use" means copying of any portion of the licensed program from a storage unit or media into the designated equipment and execution of the licensed program on the equipment.

### **2.0 LICENSE GRANT**

2.1 Licensee is granted a nontransferable, nonexclusive right to use the number of copies of the licensed program indicated on Exhibit 1 for Licensee's internal use. Licensor (Trendtech Corporation) will deliver one copy of the licensed program to Licensee. Licensee may make additional copies of the licensed program, up to the number of copies licensed herein, provided that each copy of the program contains Trendtech Corporations' copyright notice and any other proprietary legends, including legends under the Federal Acquisition Regulations (FAR), if any, contained on the delivered copy.

2.2 Each copy of the licensed program provided under this license may be used on only one computer at any one time. If used on a network system, each user is considered to be using a distinct copy of the licensed program whether or not he is actually using it.

2.3 Licensee shall not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program except as provided in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license.

### **3.0 TERMS**

3.1 This license is effective until terminated. Licensee may terminate it at any time by destroying the licensed program and all copies of it and notifying Trendtech Corporation in writing. This license will also terminate as otherwise provided in this agreement. On termination, Licensee shall return all materials not destroyed to Trendtech Corporation together with a written verification that the remaining materials have been destroyed.

### **4.0 PAYMENT**

4.1 The fee for this license is set forth in Exhibit 1, payable as set forth.

### **5.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

5.1 The licensed program is licensed, not sold. Nothing in this agreement shall be construed as conveying title in the licensed program to Licensee.

5.2 Licensee understands and agrees that source code for the licensed program and all documentation related thereto constitute the valuable properties and trade secrets of Trendtech Corporation, owner of

the copyright to the licensed program, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Trendtech Corporation a competitive advantage.

5.3 Licensee agrees during the term of this license, and thereafter, to hold the licensed program, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Licensee's own internal use thereunder.

5.4 Licensee shall inform Trendtech Corporation promptly and in writing of any actual or suspected unauthorized use or disclosure of the licensed programs or documentation related thereto.

5.5 The obligations under this paragraph shall survive the termination or rescission of this agreement.

## 6.0 LIMITED WARRANTY

6.1 Trendtech Corporation warrants that for a period of ninety days from the date of delivery of the licensed program, the program, if unmodified by the Licensee, will perform in substantial conformity with the user documentation. Trendtech Corporation does not warrant that the licensed program is free from coding errors. Any program problems reported to Trendtech Corporation during the warranty period and determined by Trendtech Corporation to be actual coding errors will be corrected by Trendtech Corporation within a reasonable time. Any modifications to the licensed program shall thereafter be licensed AS IS.

6.2 The above warranty does not apply to the extent that any failure of the licensed program to perform as warranted is caused by the licensed program being (1) not used in accordance with the user documentation, or (2) modified by any person other than authorized Trendtech Corporation personnel.

6.3 LICENSOR MAKES AND LICENSEE RECEIVES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## 7.0 LIMITATION OF LIABILITY

7.1 The total liability of Trendtech Corporation or its suppliers for any claim or damage arising out of the use of the licensed program or otherwise related to this license shall be limited to direct damages which shall not exceed the license fee(s) which have been paid by Licensee to Trendtech Corporation for the licensed program which is the subject of such claim or damage.

7.2 IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ADDITIONAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8.0 TERMINATION.

THIS LICENSE MAY BE TERMINATED BY TRENDTECH CORPORATION IF:

8.1 Licensee fails to comply with any material term or condition of this agreement and Licensee fails to cure such failure within fifteen days after notices of such failure by Trendtech Corporation; and:

8.2 Licensee's normal business operations are disrupted or discontinued for more than thirty days by reason of insolvency, bankruptcy, receivership, or business termination.

## 9.0 GENERAL TERMS

9.1 Neither this agreement nor any rights or obligations thereunder shall be assigned or otherwise transferred by Licensee without prior written consent of Trendtech Corporation, which consent will not be unreasonably withheld. Trendtech Corporation may assign this agreement entirely in its discretion upon the express written assumption of the obligations thereunder by the assignee.

9.2 This agreement shall be interpreted and enforced in accordance with and shall be governed by the laws of the State of New Jersey applicable to contracts between residents. No suit for enforcement of or

for a declaration of rights between the parties to this agreement shall be commenced in any court other than the Municipal or Superior Court in and for Passaic County, State of New Jersey, or in the United States District Court for the State of New Jersey.

9.3 Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the commercial rules of the American Arbitration Association, using an arbitrator with knowledge of computers and software, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration or other action arising out of any claimed breach of this agreement or transactions under this agreement may be demanded by either party more than one year after the cause of action accrued. The prevailing party in any such action related to or arising under this agreement shall be entitled to reasonable attorneys' fees. This provision shall not apply to any action or proceeding for injunctive relief.

9.4 This agreement and its exhibits contain the entire agreement between the parties hereto, superseding all previous agreements, representations, understandings and negotiations. This agreement may not be amended other than by writing signed by an authorized representative of the parties.

9.5 If any terms or provisions of this agreement shall be found to be illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

9.6 No amendment of this agreement shall be effective unless it is in writing and signed by duly authorized representatives or both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

9.7 This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this agreement by either party except as provided hereinabove.

9.8 Time is of the essence. This agreement may be signed in counterparts.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**LICENSEE**

Authorized Representative

Typed name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LICENSOR**

Authorized Representative

Typed name: William Letendre

Title: President

Trendtech Corporation, Inc.

P.O. Box 3687

Wayne, New Jersey 07474-3687

\_\_\_\_\_

## **EXHIBIT 1 - Licensed Program**

Check the type of license and license specifics:

☐ **FasType for Windows**

☐ **PC-FasType for MS-DOS**

☐ Site License:

☐ Educational ( \$400.00 US\$ )

☐ Corporate, Government ( \$600.00 US\$ )

-or-

☐ Right-To-Copy License:

Number of Users: \_\_\_\_\_

<u>Number of Users</u>	<u>License Fee Per User</u>
2 - 5	----- \$18.00
6 - 10	----- \$15.00
11 - 20	----- \$13.00
21 - 50	----- \$10.00
51 - 100	----- \$ 8.00
101 - 300	----- \$ 6.00
> 300 Please contact Trendtech Corporation	

Number of copies: \_\_\_\_\_ (right-to-copy only)

Cost: \_\_\_\_\_

License S & H: \_\_\_\_\_ 10.00

Total: \_\_\_\_\_

Right-to-Copy and Site License - Opening Screen;

Please fill in the information you'd like to appear on the opening TITLE screen of the program:

Your Organization's Name and Address:

---

---

---

---

---

---

Unless otherwise specified, the product will be shipped on two 3.5" High Density diskettes ( 1.44MB )

The above license and prices include one copy of the LATEST version of FasType, one Auxiliary disk, and one printed Users Guide. Licensee may make additional copies for distribution to their licensed users, up to the number of copies licensed. Additional master disk sets are \$6.00 each, additional manuals are also \$6.00 each. Shipping and Handling are extra.

FasType is a trademark of Trendtech Corporation, Inc.

Copyright © 1996 by Trendtech Corporation, Wayne, NJ All Rights Reserved