

## **Typodermic Fonts Inc. End User License Agreement (02-2014)**

THIS IS A LEGAL CONTRACT. Please read it before installing the Fonts. If you don't accept this agreement, don't install the Fonts. This End User License Agreement (hereinafter "Agreement") is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter "You") and Typodermic Fonts Inc. (hereinafter "Typodermic"). By installing the fonts, you accept this agreement. "Fonts" means the fonts (i.e. font software) specified in your invoice or included with this agreement. THIS AGREEMENT COVERS FREE FONTS AS WELL AS FONTS FOR SALE.

### **1. Installation**

**1.1:** Your invoice indicates the number of workstations on which you may install the Fonts. The basic license is for 1-5 workstations. If you need to use the Fonts on more workstations than your invoice states, you must purchase an upgrade. Any number of printers or output devices may be used. The licensed workstations need not be at the same business location.

**1.2:** Apart from the workstations licensed, you may also install the Fonts on a network server. The number of workstations licensed means each and every workstation where the Fonts will be used, not just the maximum number on a network that might possibly use it at any one time.

**1.3:** For every workstation for which you are licensed, you may also install the Fonts on a portable (laptop) computer, phone, tablet and/or a home computer, provided the Fonts are not used on the secondary computer(s) at the same time. At home, you may not install the Fonts on the computers of other family members.

**1.4:** If the Fonts are free, you may distribute the Fonts within the same company or household, provided this license agreement is included.

### **2. Copyright**

**2.1:** You have not bought the Fonts: you are licensed to use them, by the terms and conditions of this agreement. Typodermic Fonts Inc. retains title and all copyrights to the Fonts, and all copies and adaptations thereof in whatever media. The Fonts are intellectual property, containing proprietary information and valuable trade secrets, and as such they are protected by the copyright laws of many nations, and by international treaties. You may not copy the Fonts, except as specified in this agreement.

**2.2:** Archival copies of the Fonts may be made.

**2.3:** You may provide a copy of the Fonts to your service bureau or commercial printer, with the job files for output, but only if you are assured that the Fonts will be used only for outputting your files and will be deleted subsequently.

**2.4:** Embedding of the Fonts in documents (e.g. PDF files) is permitted for viewing and printing, but not for editing. If someone at a remote location wants to edit a document which contains embedded Fonts, they must purchase their own license. Internal corporate documents with embedded Fonts may of course be edited on licensed workstations.

**2.5:** You may not rent, lease, sub-license, distribute, disseminate, give away or lend the Fonts. You may permanently transfer the Fonts provided the recipient accepts the terms of this agreement, and if you delete all your copies of the Fonts.

**2.6:** You may modify typesetting produced by the Fonts in any way you see fit. You may also modify the Fonts for your own personal or internal business use, but you may not distribute, or transfer your adaptations; for instance, (a) you may not make customized versions of the Fonts for use by your clients, (b) you may not adapt, or merge the Fonts to create hybrid Fonts for resale. Each workstation where a modified Font is installed shall be counted as one of your permitted number of users.

**2.7:** Use by Employees and Freelancers. It is your responsibility to inform employees, freelancers and any others who have access to the Fonts at your premises, of the terms and conditions of this agreement, and to ensure that they abide by these terms and conditions.

### **3. Warranty & Liabilities**

**3.1:** Typodermic warrants the Fonts 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. Typodermic's entire liability and your exclusive remedy as to defective Fonts shall be, at Typodermic's option, either return of purchase price or replacement of any such product that is returned to Typodermic with a copy of the invoice or send a new version of the Fonts. Typodermic shall have no responsibility to replace the Fonts or refund the purchase price if failure results from accident, abuse or misapplication, or if any Fonts are 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". NEITHER TYPODERMIC NOR THE DISTRIBUTOR MAKES 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.

**3.2:** The entire risk as to the quality and performance of the Fonts rests upon you. Neither Typodermic nor the distributor warrants that the functions contained in the Fonts will meet your requirements or that the operation of the Fonts will be uninterrupted or error free. NEITHER TYPODERMIC NOR THE DISTRIBUTOR SHALL 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 FONTS EVEN IF THE DISTRIBUTOR OR TYPODERMIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**3.3:** 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.

### **4. Termination**

This agreement terminates automatically without notice from Typodermic should you fail to comply with any of its provisions.

### **5. Custom Agreement**

If your requirements are beyond what is covered by this agreement, you may be able to purchase a custom license through a font vendor. This includes but is not limited to web fonts, eBooks, applications and OEM. Visit [typodermicfonts.com/custom](http://typodermicfonts.com/custom) for details.

### **6. Governing Law**

This agreement is governed by the laws of Canada and the province of British Columbia.