



## FONTWORKS UK LIMITED

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We recommend that you print a copy of this End User License Agreement for your records and reference.

#### OVERVIEW (BASIC CONDITIONS GOVERNING FONT SOFTWARE SUPPLIED UNDER THIS AGREEMENT)

- **YOU ARE ENTITLED TO USE FONT SOFTWARE SUPPLIED UNDER THIS AGREEMENT ON A MAXIMUM OF FIVE (5) WORKSTATIONS (AS DEFINED HEREIN) AT A SINGLE GEOGRAPHIC LOCATION.**
- You must purchase a **MULTI-USER LICENSE** (as defined herein) if you need to use Font Software on more than five (5) Workstations as detailed herein under 1. Definitions.
- You **are not** permitted to re-sell or re-distribute Font Software.
- If a contractor needs access to the Font Software **they must** purchase their own copy and adequate license: please refer such contractors to Fontworks or type.co.uk for such purchases.
- You **are not** permitted to modify, convert, edit, add characters, re-name or change the Font Software in any manner whatsoever. Fontworks can supply any required customisation for an additional fee.
- You **are not** permitted to use any element of the Font Software to create derivative work or to use it as a stylistic basis to make a new font.
- You **are** permitted to convert Font Software into images and graphics for uses such as logo creation, display in presentation software, document graphics etc.
- You **are** permitted to embed Font Software into documents (such as pdfs) in Print and Preview format only. If you require additional embedding facilities an additional license is required - please contact Fontworks.

#### ADDITIONAL LICENSE OPTIONS

Fontworks offers a variety of extended use font licenses to meet the needs of customers who want to use font software beyond the scope and terms granted by this End User License Agreement:

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## YOU HEREBY AGREE TO THE FOLLOWING:

### 1. DEFINITIONS

- 1.1 You are bound by this Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by Fontworks is governed by this Agreement.
- 1.2 "Fontworks" as used herein shall mean collectively Fontworks UK Limited, its successors and assigns, its parent and affiliated corporations, its authorised distributors, and any third party which has licensed to Fontworks any or all of the components of the Font Software supplied to you pursuant to this Agreement.
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- 1.5 "5-User License" as used herein shall mean a fixed use license that permits Font Software to be used on up to five (5) static or portable Workstations (as defined herein) located at a single geographic location. If you intend to use the Font Software on more than five Workstations, you should purchase a "Multi-User License" (as defined herein). The geographic restriction does not apply to portable computers provided that the five Workstation limit is not exceeded.
- 1.6 "Multi-User License" as used herein shall mean permitted use of Font Software on a specifically agreed number of static or portable Workstations located at a single or multiple geographic locations that adequately covers your current and/or future anticipated use of the Font Software for whatever font product or combination of font products is/are being purchased.
- 1.7 "Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
- 1.8 "Derivative Work" shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.
- 1.9 "Personal or Internal Business Use" shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. Personal or Internal Business Use shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorised employees, or your authorised agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of this Agreement and shall agree to be bound by it before they can have access to or Use of the Font Software.
- 1.10 "Workstation" as used herein shall mean a static computer, portable computer, any server (where Font Software might reside), device or component in which or from which an individual is able to give commands (whether by keyboard, software instruction, programming or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
- 1.11 "Commercial Product" as used herein shall mean an electronic document or data file created by Use of the Font Software which is offered for distribution to other businesses or the general public (or to some subset thereof) as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation: a pdf, an electronic book or magazine distributed for a fee shall be considered as a Commercial Product; a document (for example: a business letter, a ticket for an event, or a receipt etc.) distributed in connection with a commercial transaction in which the consideration is unrelated to such document shall not be considered as a Commercial Product.

## **2. GRANT OF LICENSE AND SCOPE OF USAGE RIGHTS**

2.1 In return for the license fee paid, you are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) fixed use license to access, use or store the Font Software on up to a maximum of five (5) Workstations, whether networked or not, only for your own Personal or Internal Business Use subject to the terms and conditions of this Agreement.

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2.5 You may install and Use the Font Software on a single file server for Use on a single local area network ("LAN") only when the Use of such Font Software is limited to five (5) Workstations including the server.

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2.8 You may make one back-up copy of Font Software for archival purposes only, and you shall ensure that you retain exclusive custody and control over such copy. Upon termination of this Agreement, you must destroy the original and any and all copies of the Font Software.

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3.2 If you want to create documents or files that permit embedded Font Software to be edited or modified in any way, a separate license agreement is required that is subject to an additional charge.

3.3 If you want to embed the Font Software in a Commercial Product, a separate license agreement is required that is subject to an additional charge.

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## **4. MULTI-USER LICENSING**

4.1 If you need to use or store Font Software on more than five (5) Workstations you will need to purchase an appropriate Multi-User License.

4.2 When determining the number of Workstations to be licensed, you must include all Workstations that might have access to or might store the Font Software at any point in time. The number must include concurrent and non concurrent use. If the Font Software is stored on a server that is attached to a Local Area Network (LAN) or a Wide Area Network (WAN), every Workstation and server that has access to the Font Software or stores the Font Software must be included in the multi-user license number to ensure that every Workstation and server is properly licensed.

4.3 You should review the number of workstations that have access to the Font Software on a regular basis to ensure that your Multi-User License continues to provide a sufficient level of cover. For the purpose of determining the proper number of Workstations for which a Multi-User License is needed, the following example is supplied for illustration purposes only: if there are one hundred (100) Workstations (including servers) connected together as part of a network, with no more than fifteen (15) Workstations or servers ever using or storing the Font Software concurrently, but the Font Software will be accessed or used on up to twenty-five (25) different Workstations (including servers) at various points in time, a Multi-User License must be obtained for twenty-five (25) Workstations. Unless secure IT procedures and controls are employed to restrict access to Font Software it is often a better solution to license all connected Workstations and servers that have access to Font Software at any point in time to circumvent the need for additional IT administration, controls and procedures.

4.4 Please contact Fontworks or a Fontworks authorised distributor or retailer if you think that a 5-User License is insufficient to meet your needs. An appropriate Multi-User License can then be calculated and provided.

**IMPORTANT NOTE:** please retain your purchase receipt as a record of proof of purchase of a Multi-User License. **A LAMINATED MULTI-USER CERTIFICATE IS AVAILABLE ON REQUEST FROM FONTWORKS** - please contact Fontworks (sales@type.co.uk) as some distributors and retailers may not provide this as part of your purchase.

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8.2 This Agreement will automatically terminate if you become insolvent, are subject to an administration order, subject to winding up procedures or have a liquidator, administrator or insolvency practitioner appointed over all or a substantial part of your assets or enter into a Creditors Voluntary Arrangement (CVA).

8.3 Upon termination, all rights under this Agreement will cease and you agree to return the original Font Software, all copies and any associated documentation to Fontworks and agree to provide written assurance that no copies of the Font Software have been retained. Termination of this Agreement shall not preclude Fontworks from suing you for damages relating to any breach of this Agreement.

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10.1 You have the rights expressly set forth in this Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of England and other jurisdictions. All rights reserved.

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10.3 Any verbal agreements are only binding upon Fontworks if they have been acknowledged and confirmed in writing by Fontworks.

10.4 In the event that any provision or part provision of this Agreement is found by any competent authority or court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain valid and fully enforceable. Any invalid or unenforceable provision may be replaced by a new provision that is permitted by law and that preserves as far as possible the intended economic purpose of the original provision.

10.5 You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export laws, restrictions or regulations.

10.6 You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms and conditions of this Agreement.

10.7 This Agreement may be enforced by Fontworks or by an authorised distributor or retailer acting on behalf of Fontworks.

10.8 You shall permit Fontworks (or Fontworks representatives) to have access to any of your premises, upon reasonable notice, to inspect computer equipment operated by you that might contain Font Software supplied under this Agreement (and any related documentation) to ensure that you are complying with the terms and conditions of this Agreement and have purchased adequate licenses to cover your Use of Font Software.

10.9 This Agreement shall be construed, governed and enforced by the Laws of England. The place of jurisdiction will be England and the parties hereto submit to the exclusive jurisdiction of the English courts for dealing with any matter arising hereunder. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

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