

# Dalton Maag Ltd

## End User Licence Agreement (EULA)

We recommend that you print this End User Licence Agreement for further reference.

This Dalton Maag Ltd End User Licence Agreement (the "EULA") becomes a binding contract between you and Dalton Maag Ltd when you commence a Font Software download from our website, or if you are acquiring Font Software on a permanent medium, when you open the package in which the software is contained. If you do not wish to be bound by the EULA, you cannot access, use or download the Font Software. Please read all of the EULA before you agree to be bound by its terms and conditions.

You hereby agree to the following:

- 1 You are bound by the EULA and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by Dalton Maag is governed by the EULA.
- 2 "Dalton Maag" as used herein shall mean collectively Dalton Maag Ltd, its successors and assignees, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to Dalton Maag any or all of the components of the Font Software supplied to you pursuant to the EULA.
- 3 "Font Software" as used herein shall mean software which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.
- 4 "Basic Licensed Unit" as used herein shall mean up to five (5) Workstations (as defined herein) connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive), all located at a single geographic location. If you intend to use the Font Software on more equipment than permitted by a Basic Licensed Unit, you should purchase an "Expanded Licensed Unit" of the correct size. "Licensed Unit" as used herein shall mean a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used. No more than one (1) printer with non-volatile memory is permitted per five (5) licensed workstations.
- 5 "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.
- 6 "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.
- 7 "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 authorized employees, or your authorized agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of the EULA and shall agree to be bound by it before they can have Use of the Font Software.
- 8 "Workstation" as used herein shall mean a component in which 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.
- 9 "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 the general public (or to some subset of the general public) as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods) shall not be considered a Commercial Product.
- 10 You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence to access the Font Software only in a Licensed Unit, only for your Personal or Internal Business Use, and only subject to all of the terms and conditions of the EULA. You have no rights to the Font Software other than as expressly set forth in the EULA. You agree that Dalton Maag owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademark rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of Dalton Maag and that any intentional Use of the Font Software not expressly permitted by the EULA constitutes a theft of valuable property. All rights not expressly granted in the EULA are expressly reserved to Dalton Maag. You may not use the Font Software to electronically distribute a Commercial Document without a separate licence from Dalton Maag authorizing you to do so.
- 11 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 the Workstations and printers that are part of the Licensed Unit of which the server is a part. For the purpose of determining the proper number of Workstations for which a licence is needed, the following example is supplied for illustration purposes only: If there are one hundred (100) Workstations connected to the server, with no more than fifteen (15) Workstations ever using the Font Software concurrently, but the Font Software will be used on twenty-five (25) different Workstations at various points in time, a licence must be obtained creating a Licensed Unit for twenty-five (25) Workstations. The Font

- Software may not be installed or Used on a server that can provide access to the Font Software via the Internet or other external network system by Workstations which are not part of a Licensed Unit.
- 12 You may electronically distribute Font Software embedded in a "Personal or Internal Business Use" document (that is, a document other than a "Commercial Product" as defined herein) only when the Font Software embedded in such document is in a static graphic image (for example, a "gif") or an embedded electronic document, and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. You may not embed Font Software in a Commercial Product without a separate written licence from Dalton Maag, and you may not embed Font Software in an electronic document or data file for any reason other than your own Personal or Internal Business Use.
  - 13 You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by Dalton Maag. If the Font Software contains embedding bits that limit the capabilities of the Font Software, you may not change or alter the embedding bits. Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. If you have reason to believe that a recipient of an electronic document possesses the capability to edit, alter, enhance, or modify such electronic document even though you have distributed it in a format which does not permit such editing, alteration, enhancement, or modification, you shall not transmit such document to such a person.
  - 14 You may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document but only if the printer or service bureau represents to you that it has purchased or been granted a licence to use that particular Font Software.
  - 15 You acknowledge that the typeface design and Font Software are protected by the copyright, design and other intellectual property laws of England and Wales, by the copyright and design laws of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to the EULA must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. You are permitted to produce a Derivative Work of this Font Software solely for your own use, and are permitted to reverse engineer the Font Software in order to produce a compatible software product, provided that such a product is not a Derivative Work of the Font Software. You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Dalton Maag. You may not change any trademark or trade name designation for the Font Software.
  - 16 You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that the transferee accepts and agrees to be bound by all the terms and conditions of the EULA and you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device.
  - 17 You may make one back-up copy of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Upon termination of the EULA, you must destroy the original and any and all copies of the Font Software.
  - 18 Dalton Maag makes no warranty, express or implied, that this Font Software is suitable for any specific purpose. Once Font Software has been downloaded online or security seals broken on physical packaging, the software cannot be returned. Otherwise, you have a right to cancel within fourteen (14) days of completion of the contract of sale.
  - 19 This EULA will be governed by the laws of England and Wales. For the purposes of the Sale of Goods Act 1979, Supply of Goods and Services Act 1982, and the Consumer Protection (Distance Selling) Regulations 2000, Font Software is classified as computer software.
  - 20 The EULA shall automatically terminate upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with its terms. The termination of the EULA shall not preclude Dalton Maag from suing you for damages of any breach of the EULA. The EULA may only be modified in writing signed by an authorized officer of Dalton Maag.
  - 21 You have the rights expressly set forth in the EULA and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of England and Wales and other jurisdictions. All rights reserved. The EULA may be enforced by Dalton Maag or by an authorized dealer acting on behalf of Dalton Maag.
- All trademarks are the property of their respective owners.
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