



## FONTWORKS UK LIMITED

### LICENCE AGREEMENT FOR FONT SOFTWARE

Between Fontworks UK Limited ("Fontworks" or the "licensor") and the End User/Customer ("you" or the "licensee").

#### 1. LICENCE

This Licence Agreement for Font Software ("Licence Agreement") becomes a legally binding contract between the licensee and the licensor when you access Font Software supplied by electronic delivery methods or open packaging containing Font Software supplied on a storage medium that you have purchased from Fontworks. Please read all these licence conditions thoroughly and carefully before proceeding. Once you access the Font Software you agree to comply with and be bound by all the conditions contained in this Licence Agreement. If there is any condition in the Licence Agreement that you do not accept, please do not access, use or download the Font Software. Please contact Fontworks immediately.

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

- 2.1 In return for the license fee paid, you are granted a non-exclusive license to use or store the Font Software on a maximum of 5 computers (of any type), whether networked or not, at one location.
- 2.2 If the Font Software is required for use on more than 5 computers or at different locations, this can be achieved by purchasing further copies of the Font Software or by applying to Fontworks for an appropriate Multi-User, Site, Country or World Wide License, please refer to point 3.
- 2.3 The Font Software may not be used or installed on a server that can be accessed via the Internet or other external network system or by computers that are not part of the 5 user licensed unit.
- 2.4 A copy of the Font Software should always be made for purely back-up purposes.
- 2.5 Except for your right to use the Font Software in accordance with this Licence Agreement, all other rights, title and interest in the Font Software and related trade names and trademarks are owned and retained by Fontworks and/or its' Suppliers.
- 2.6 You agree to establish reasonable procedures to restrict access to and use of the Font Software, trade names and trademarks to comply with the conditions of this Licence Agreement.

#### 3. MULTI-USER LICENSES

- 3.1 If you need to use or store the Font Software on more than 5 computers, you need to purchase an appropriate multi-user licence that can be tailored to suit your specific requirements.
- 3.2 When determining the number of computers to be licensed, you must include all computers 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.
- 3.3 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 computer that has access to that network must be included in the multi-user licence number to ensure that every computer is properly licensed.
- 3.4 Common multi-user licences can take the form of: a number of licensed computers at a single site; a number of licensed computers at a number of specified sites; a number of licensed computers within a single country, that may be at a number of sites or a number of licensed computers that are licensed for use anywhere in the world.
- 3.5 Please contact Fontworks if you think that a 5 computer licence is insufficient for your requirements. Fontworks can then calculate and propose a suitable tailored licence to meet your needs.

#### 4. FONT SOFTWARE

- 4.1 The term "Font Software" relates to the digital font data supplied to you from Fontworks by electronic or other means. This digital data may include, but is not limited to, a single typeface weight/style, a typeface family, a font or typeface collection/library or any combination of these products.
- 4.2 Font Software includes any updates, upgrades, expansions, modified versions, copies, format or other derivative of the original font data supplied to you from Fontworks.
- 4.3 The Font Software and all modifications or derivatives of the Font Software shall remain, now and in the future, the exclusive property of Fontworks and/or its' Suppliers.

#### 5. EMBEDDING RIGHTS

- 5.1 Embedding of the Font Software into electronic documents, presentations, internet pages or other similar use is only permitted where the Font Software cannot be modified or extracted. You must ensure that where the Font Software is used in such applications that the Font Software is secure and cannot be used for editing purposes or extracted for the creation of new documents.
- 5.2 If you want to create documents or files that permit embedded Font Software to be edited or modified in any way, a separate licence agreement is required that is subject to an additional charge. Please contact Fontworks for details.

#### 6. OTHER RESTRICTIONS

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- 6.2 You are not permitted to merge the Font Software with or into other software programs. However, this may be permissible in certain circumstances and would require a separate licence agreement that is subject to an additional charge. Please contact Fontworks for details.
- 6.3 You are not permitted to use the Font Software, or any component of the Font Software, for or as a basis for your own software development or own Font Software development.
- 6.4 You are not permitted to modify the trademark name, the font name, trade name, licence conditions, any identifying tags or any other part of the Font Software without the express permission of Fontworks.
- 6.5 All modifications of the Font Software remain the exclusive property of Fontworks and/or its' Suppliers.
- 6.6 Any modifications that are not authorised by Fontworks in writing invalidate all warranties and support granted with this licence and are deemed to be a breach of this Licence Agreement.

#### 7. ASSIGNMENT

- 7.1 You are not authorised to sublicense, sell, lease, rent or lend the Font Software to any third party.
- 7.2 You may permanently transfer all of your rights to use the Font Software to a third party provided that: the third party agrees to be bound by and comply with this Licence Agreement; you transfer this Licence Agreement together with its associated documentation (if any) and the original and all copies of the Font Software to the third party; delete all relative Font Software from your computer network agreeing not to retain any copies in whole or part and inform Fontworks in writing of the transfer with details of the third party.

## **8. TERMINATION**

- 8.1 This Licence Agreement will immediately and automatically terminate without notice if the licensee fails to comply with any and all of its terms and conditions.
- 8.2 Upon termination the licensee agrees to return the original Font Software, all copies and any associated documentation to Fontworks.
- 8.3 Upon termination the licensee agrees to provide written assurance that no copies of the Font Software have been retained.
- 8.4 Fontworks and its' Suppliers reserves the right to assert claims for damages and/or compensation in the event of termination due to a breach of this Licence Agreement by the Licensee.

## **9. DISCLAIMER AND LIMITED WARRANTY**

- 9.1 Fontworks and its' Suppliers warrants that for a period of ninety (90) days from the date of purchase of the Font Software, that the Font Software will under normal use and circumstances appear and perform satisfactorily and be free from material defects.
- 9.2 To make a warranty claim, you must return the Font Software, including a copy of the sales receipt, within the 90-day warranty period to Fontworks.
- 9.3 Fontworks and its' Suppliers entire liability and the licensee's' exclusive remedy in connection with the Font Software is replacement of the Font Software should this be defective or, at Fontworks' option, the return of the purchase price paid to Fontworks.
- 9.4 Fontworks and its' Suppliers does not and cannot warrant the performance or results the licensee may obtain by using the Font Software or Documentation.
- 9.5 The foregoing states the sole and exclusive liability of Fontworks and its' Suppliers in the event that Fontworks and/or its' Suppliers is in breach of this Licence Agreement.
- 9.6 Except for the foregoing limited warranty, Fontworks and its' Suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose.
- 9.7 In no event will Fontworks and/or its' Suppliers be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, even if Fontworks has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking such damages even if Fontworks has been advised of the possibility of such damages.
- 9.8 Fontworks and/or its' Suppliers shall have no responsibility in the event of any claim resulting from accident, fire, theft, negligence, abuse or misapplication of the Font software.
- 9.9 Claims for compensation for idle time, loss of production, waste of material or any other indirect damage claim are explicitly excluded.
- 9.10 Fontworks and its' Suppliers do not assume any liability for any loss or damage relating to this Licence Agreement.

## **10. INTELLECTUAL PROPERTY AND TRADEMARKS**

- 10.1 The Font Software purchased under this Licence Agreement is the sole property of Fontworks and/or its' Suppliers.
- 10.2 All intellectual property, trade names and trademarks related to the Font Software purchased under this Licence Agreement are the sole property of Fontworks and/or its' Suppliers.
- 10.3 You are not permitted to make any copies of the Font Software or any component of the Font Software except one copy solely for back-up purposes or such copies as are necessary for installation of the Font Software.
- 10.4 This Licence Agreement does not grant you any ownership of the Font Software or ownership of any intellectual property rights.
- 10.5 The use of any trade name or trademark permitted by this Licence Agreement does not give you any rights to ownership of that trade name or trademark.
- 10.6 All trademarks shall be used in accordance with accepted trademark practice and include identification of the trademark owner.

## **11. GENERAL**

- 11.1 The terms and conditions contained in this Licence Agreement constitute the entire agreement between the parties.
- 11.2 Any verbal agreements are only binding upon Fontworks if they have been acknowledged and confirmed in writing by Fontworks and signed by both parties.
- 11.3 Changes to this Licence Agreement will only become effective when made in writing and signed by both parties.
- 11.4 In the event that any provision or part of a provision of this Licence Agreement is found by any 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 Licence Agreement, all of which shall remain in full force and effect.
- 11.5 Any invalid or unenforceable provision may be replaced by a fresh provision, the purpose of which is to preserve as far as possible the intended economic purpose of the original provision.
- 11.6 This Licence Agreement shall be construed, governed and enforced according to the Laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim or dealing with any matter arising hereunder.

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