



VirusFonts Font Software for Desktop Devices End User Licence Agreement

Please read this End User Licence Agreement (hereinafter "Agreement") carefully before installing the Font Software. This Agreement is a legal agreement between You, or, if You represent a legal entity, that legal entity (hereinafter "You") and VirusFonts and is applicable to the Font Software that is accompanied by this Agreement or that You have ordered online.

By downloading or installing the Font Software You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not download, install, or use the Font Software.

1. Definitions. The parties agree that, for the purposes of this Agreement, the following terms shall have the meanings described below:

- 1.1. "Broadcast Media"** means moving image media for broadcast. Moving image media includes but is not limited to advertising commercials, movie films, television programmes, or any other moving image media. Broadcast means the distribution of moving image media to a dispersed audience via any mass communications medium; this includes but is not limited to television networks, movie theatres, or online download/streaming services.
- 1.2. "Commercial Product"** means either a Desktop App, Electronic Publication, Mobile App, or Video Game that is offered to the general public, or a subset of the general public, as part of a commercial transaction in which the consideration (monetary or otherwise) is related to the Commercial Product.
- 1.3. "Derivative Work"** means any creation that is based on or derived from the Font Software, including but not limited to any revision, modification, translation, abridgement, condensation, expansion, decompilation, encryption, rearrangement, re-encoding, digitisation, or re-digitisation, regardless of the medium on which it is recorded or the format in which it is expressed, or any other form in which the Font Software may be recast, transformed, emulated, or adapted. For the purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates the Font Software.
- 1.4. "Desktop Device"** means a hardware device capable of using the Font Software, or where the Font Software is rasterised or the display of the Font is generated, or any technology that allows a single User to edit or compose text. Examples of Desktop Devices include, but are not limited to: computer workstations, laptop computers, printers, rasterisers or video display terminals.
- 1.5. "Desktop App"** means a coded software application designed to run on a Desktop Device. Examples of Desktop Apps include, but are not limited to: word processor applications, spreadsheet applications, web browsers, or media player applications. This does not include web applications i.e. coded software applications designed to run in web browsers.
- 1.6. "Digital Advertisement"** means a piece of promotional or marketing content delivered via the internet for display on a Desktop Device or Mobile Device. Examples of Digital Advertisements include, but are not limited to: banner ads and display advertisements shown on Websites, advertisements in web applications and advertisements in mobile applications.
- 1.7. "Document"** means a digital file, used in connection with human-readable text, that is not executable and is not an Image File. Examples of Document file formats include, but are not limited to: Portable Document Format (.pdf), Kindle Format (.azw), Electronic Publication (.epub), Apple iBook (.iba), Amazon Kindle (.azw3, .azw, .kf8, .kfx), Mobipocket (.mobi).
- 1.8. "Electronic Publication"** means a Document designed to be displayed by e-reader software or on an e-reader device. Examples of Electronic Publications include, but are not limited to: digital editions, e-books and e-journals.
- 1.9. "Embedded Software File(s)"** means any electronic document or other software file that contains a copy of the Font Software, or data describing the shape or outline of any part of the Font Software and is designed to be utilised on a Website. Examples of Embedded Software File formats include but are not limited to: Small Web Format or Flash files ("SWF"), and executable software files for any platform.
- 1.10. "Font Software"** means coded software that is accompanied by this Agreement, or that You are about to order online, and which generates Typefaces when used with the appropriate hardware and software, plus any and all other data including documentation provided with such software.
- 1.11. "Image File(s)"** means both: (i) "Raster Image File(s)" that record images solely in the form of a fixed-resolution matrix of pixels, which may include fixed images of specific characters of the Typefaces rasterised in a pixel grid. Examples of Raster Image File formats include, but are not limited to: Joint Photographers' Expert Group (JPEG), Graphics Interchange Format (GIF), Portable Network Graphics (PNG), and Tagged Image File Format (TIFF); and (ii) "Vector Image File(s)" that represent images using polygon coordinates, which may include scalable outlines of a specific arrangement of characters of the Typefaces. Examples of Vector Image File formats include, but are not limited to: Scalable Vector Graphics (SVG), Encapsulated PostScript (EPS), Adobe Illustrator (.ai).
- 1.12. "Licensed Use"** means the use of the Font Software as set out in Section 2. Grant of Licence and as specified in Your Order Document(s).
- 1.13. "Location"** means a single geographic location, in particular the site of Your home or Your place of business. Portable Desktop Devices (e.g. laptop computers) may be considered part of the Location if they are owned by You and registered to Your place of business.
- 1.14. "Mobile App"** means a coded software application designed to run on a Mobile Device.
- 1.15. "Mobile Device"** means a portable hardware device capable of using the Font Software, or where the Font Software is rasterised or the display of the Font is generated, either temporarily or permanently. Examples of Mobile Devices include, but are not limited to: smartphones, tablet computers or e-readers.
- 1.16. "Non-Commercial Document"** means a Document that is either: (i) created for Your personal use only (e.g. personal correspondence, resumes); or (ii) evidencing or distributed in connection with a commercial transaction in which the consideration is unrelated to such Document (e.g. an admissions ticket, company stationery, or a sales brochure).
- 1.17. "Order Document(s)"** means the document(s) created by VirusFonts setting out the Agreed terms of the Licensed Use which feature Your contact information, products and services ordered, applicable fees, and any other relevant information. Order Document(s) may include invoices, receipts, statements and other documents, as applicable. More than one Order Document may be appended to this Agreement.
- 1.18. "Private Network Server"** means a computer system, hardware appliance, or software that serves clients (Desktop Devices, Mobile Devices and other devices) within a private local area network (LAN) in a single Location, inaccessible via any publicly accessible large area network (such as an Internet area network (IAN), wide area network (WAN), or the Internet).
- 1.19. "Production Server"** means a deployment environment, computer system, hardware appliance, or software that serves



clients (Desktop Devices, Mobile Devices and other devices) and Websites over any publicly accessible large area network (such as an Internet area network (IAN), wide area network (WAN), or the Internet) in more than one geographic location.

- 1.20. "Security Features"** means any security mechanisms available for the purpose of preventing any unauthorised Users from accessing the Font Software in Electronic Publications, Embedded Software Files, Documents, Image Files, or Websites. This includes those features implemented after the execution of this Agreement as they become available, including mechanisms to, as applicable: (i) limit the extent of Font Software included to a subset of the whole; (ii) prevent the extraction of the Font Software, in whole or in part; (iii) prevent the reverse-engineering, re-use, importation, decompilation, embedding, or inclusion of any part of the Font Software; (iv) store the Font Software (within the Embedded Software Files or on Web Servers) so that all path names and file types are non-obvious and do not reference (a) any trademarks of VirusFonts, (b) any typographic term of art, or (c) any file name extension associated with fonts and typography, such as .ttf or .otf; and (v) any other optional feature designed to prevent use of the Font Software by any unauthorised User.
- 1.21. "Trademarks"** means the names of VirusFonts and the Font Software set forth on the applicable Order Document(s).
- 1.22. "Typefaces"** means the typefaces, typographic designs and typographic ornaments designed, developed and owned by VirusFonts, that are rendered by the Font Software.
- 1.23. "User"** means a person giving commands (whether by keyboard or otherwise) to: a hardware device on which the Font Software is installed; a software application in which the Font Software is embedded; or any technology that allows the editing or composition of text.
- 1.24. "User Account"** means a single user account on a Desktop Device or Portable Device. For the avoidance of doubt, if one Desktop Device is accessible via two user accounts, this constitutes a total of two User Accounts.
- 1.25. "Video Game"** means a coded software application designed to run on a Video Game Platform. A "Video Game Platform" means any hardware device, software or operating system capable of rasterising the Font Software for display on a raster display device. Examples of Video Game Platforms include, but are not limited to: a video game consoles or handheld game consoles.
- 1.26. "VirusFonts"** is a trading name of Barnbrook Ltd. and means collectively Barnbrook Ltd., its successors and assigns, its authorised distributors, and any third party that has licensed to VirusFonts any or all of the components of the Font Software supplied to you pursuant to the Agreement.
- 1.27. "VirusFonts Properties"** means, collectively, the Font Software, the Typefaces, the Trademarks, and all of VirusFonts' fonts, designs, software, trademarks, copyrights, or other intellectual property, and all other related items of VirusFonts intellectual property made available to You pursuant to this Agreement.
- 1.28. "Website"** means is a connected group of related web pages typically served from a single web domain. A Website is hosted on at least one Web Server and can be accessed via a network such as the Internet or a private local area network through a uniform resource locator (URL). "Your Website" means a Website, whose content is managed by You. For the avoidance of doubt, web pages on sub-domains whose content is managed by other persons are deemed to be not part of Your Website.
- 1.29. "Web Server"** means a computer system, appliance, or software that accepts and supervises HTTP requests, and serves web pages.

2. Grant of Licence. VirusFonts hereby grants You a limited, non-

exclusive, non-transferable, revocable licence, without the right of sublicense to install and use the Font Software on an agreed number of User Accounts in a single Location as specified in Your Order Document(s), subject to the terms of this Agreement. If the use exceeds the Agreed Licensed Use specified in Your Order Document(s), You must purchase an appropriate licence extension from VirusFonts or its authorised distributors; an additional fee will be charged for this licence extension. VirusFonts reserves all rights not expressly granted to you in this Agreement.

3. Restrictions on Use.

- 3.1. Backup and Copying.** You may make back-up copies of the Font Software for archival purposes only, and only provided that You retain exclusive custody and control over such copies.
- 3.2. Broadcast Media.** You are not permitted to use the Font Software to render text for Broadcast Media. To do so, You must purchase the appropriate licence from VirusFonts or its authorised distributors.
- 3.3. Commercial Products.** You may not embed the Font Software in any Commercial Products (Desktop Apps, Electronic Publications, Mobile Apps or Video Games). You may not distribute Commercial Products with the embedded Font Software to third parties. To embed the Font Software in, or to distribute Commercial Products, You must purchase the appropriate licence from VirusFonts or its authorised distributors.
- 3.4. Copyright.** You may not alter, remove or obscure VirusFonts' proprietary notices, including copyright, trademark, or other legal notices in any VirusFonts Property.
- 3.5. Derivative Work.** You may not create any customisation, variant, adaptation or Derivative Work of the Font Software, font design, or typography that incorporates or imitates the data, design, or design statistics of, or that is substantially similar to, the Font Software.
- 3.6. Digital Advertisements.** You may not: (i) use the Font Software to create or publish Digital Advertisements; (ii) install the Font Software on a Web Server for the purpose of publishing Digital Advertisements.
- 3.7. Distribution.** You may not duplicate, share, license, sell, rent, lease, transfer, assign, distribute, offer or otherwise commercially exploit the Font Software, or any portion thereof, to any third party by any means without the express written consent of VirusFonts, except as expressly set forth in this Agreement.
- 3.8. Embedded Software Files.** You may create, reproduce and modify Embedded Software Files; display and distribute Embedded Software Files provided that all applicable Security Features are enabled. Embedded Software Files must not be used in conjunction with any software that, when combined with the Embedded Software File, could emulate the functionality of the Font Software.
- 3.9. Image Files.** You may create, reproduce, or modify Image Files; display and distribute Image Files. Image Files must not be used in conjunction with any software that, when combined with the Image File, could emulate the functionality of the Font Software.
- 3.10. Modifications.** You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If You want to make modifications to the Font Software, You must obtain the prior written consent of VirusFonts.
- 3.11. Non-Commercial Document.** You may create, reproduce, modify and distribute Non-Commercial Documents. You may embed the Font Software in a Non-Commercial Document that: (i) has all applicable Security Features enabled; and (ii) in the case where a recipient of an electronic document is able to Use the Font Software for editing text, only if the recipient of



such document falls within the Licensed Use as set out in Your Order Document(s).

- 3.12. Private Network Server.** You may install the Font Software on a Private Network Server provided that: (i) the Server is devoted solely to your internal development use; and (ii) that the Font Software cannot be accessed directly or indirectly by third parties.
- 3.13. Production Server.** You may not install the Font Software on a Production Server. To do so, You must purchase the appropriate licence from VirusFonts or its authorised distributors.
- 3.14. Service Bureaus.** You may embed the Font Software in a Document solely for printing and viewing, and provide such Document to a commercial printer or service bureau for printing only. You may take a copy of the Font Software used in a Document to a commercial printer or service bureau for outputting such Document (this Document must not be edited by the printer or service bureau). In the event of any modifications to the Document or use of the Font Software for other purposes, the printer or service bureau must purchase its own License.
- 3.15. Web Server.** You may not install the Font Software on a Web Server. You may not use the Font Software to serve Your Website or any other. To do so, You must purchase the appropriate licence from VirusFonts or its authorised distributors.
- 3.16. Website Third Parties.** You are not permitted to sublicense the Font Software to third parties so that they can use it for their websites, e.g. for websites in social networks, for individual online shops under a common domain name, in blogging communities, by online editors, as a design tool, etc. If You wish to use the Font Software for such purposes, You must obtain a special licence from VirusFonts or its authorised distributors.

4. Intellectual Property.

- 4.1.** You acknowledge that VirusFonts is the exclusive owner of all worldwide right, title and interest in and to the VirusFonts Property, including all copies of the Font Software, regardless of the format in which they are expressed or the media on which they are recorded. You acknowledge that VirusFonts shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications, customisation, variations, or adaptations of the VirusFonts Property (individually and collectively, the "Modifications"), based on or substantially similar to, the VirusFonts Property, inclusive of all Derivative Works, regardless of who made such Modifications or Derivative Works. If You make or cause to be made any such Modifications, You shall immediately provide VirusFonts with all copies of such Modifications made by or for You, and VirusFonts may terminate this Agreement.
- 4.2.** You agree not to challenge VirusFonts' rights in or to the VirusFonts Property, or the validity of any intellectual property or other right of VirusFonts therein, or to infringe VirusFonts' rights therein. All goodwill that may become attached to the Trademarks as a result of Your use of the Typefaces or the Font Software shall inure to the exclusive benefit of VirusFonts. You shall refrain from using the Trademarks as part of any corporate, trade or firm name or style of You. You shall not create a combination mark consisting of any of the Trademarks with the proprietary marks of any other person. You shall not take any action that could reasonably be expected to impair the registrability, validity or enforceability of any of the Trademarks, nor shall You attempt to register, use or aid any third party in attempting to register or use, in any jurisdiction, any trademark or service mark which may, in the reasonable opinion of VirusFonts, infringe or otherwise violate VirusFonts' rights to the Trademarks.

5. No Warranty. The Font Software is provided "as is." To the extent permitted by applicable law, VirusFonts disclaims all warranties, representations and guarantees, express or implied, as to merchantability, fitness for any particular purpose, or otherwise with respect to the Font Software. In addition, there is no warranty of non-infringement, title or quiet enjoyment.

- 5.1.** You understand and agree that You download and/or use the Font Software at Your discretion and risk and that You will be solely responsible for any damages to any computer or loss of data that results from the download or use of the Font Software.
- 5.2.** You are not granted any right to use the Font Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "High Risk Use"). VirusFonts and its suppliers disclaim any express or implied warranty of fitness for High Risk Use.

6. Disclaimer of Liability. To the extent permitted by applicable law, VirusFonts disclaims all liability for any loss, cost or damage, including without limitation indirect, special, consequential, or incidental damages, including any lost profits or lost savings, loss of goodwill, business interruption, work stoppage, loss of data, or computer failure, damage or malfunction, or for any claim by any party, even if VirusFonts has been apprised of the possibility of such damages, and regardless of the theory (including contract, tort, strict liability, negligence or otherwise) upon which such claim is based. In no event shall VirusFonts' total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid by You under this agreement. The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose. VirusFonts and You acknowledge and agree that these limitations are an essential element of this agreement and that the price for the Font Software is determined in part by taking into account the existence of these limitations.

7. Termination. Upon failure by You (or any authorised person or member of Your organisation or household to whom You have given permission to Use the Font Software) to comply with the terms of the Agreement, VirusFonts shall be entitled to terminate the Agreement upon notice by regular mail, paid carrier, telefax or email/textform. The termination of the Agreement shall not preclude VirusFonts from suing You for damages for any breach of the Agreement. The Agreement may only be modified in writing signed by an authorised officer of VirusFonts.

8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable (i) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability.

9. Indemnification. You, at Your expense, shall indemnify VirusFonts against all losses, damages, claims, expenses (including lawyers' fees and disbursements) arising out of or resulting from: (i) any use of the Font Software by You (unless and only to the extent the loss is attributable to a breach by VirusFonts of any obligation under this Agreement); (ii) any breach by You of this Agreement; or (iii) any actions by persons or entities that would constitute a breach of this



Agreement if those persons or entities were a party to this Agreement and its obligations were substantially the same as Your obligations.

10. Equitable Relief. You hereby agree that any breach of this Agreement, including any unauthorised disclosure of the Confidential Information would cause irreparable harm to VirusFonts, and that in the event of any breach or threatened breach, VirusFonts will be entitled to obtain equitable relief in addition to any other remedy. The rights and remedies of VirusFonts under this Agreement shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.

11. Captions; Construction. The paragraph headings in this Agreement are for reference purposes only and should not in any way affect the meaning or interpretations of this Agreement. The word “including” is intended to be illustrative and includes the meaning, “including, but not limited to.” The singular of a defined term includes the plural and vice versa.

12. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of England and Wales. 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.

Version 3.1. For licences issued from 01 July 2017.
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