

Desktop EULA

Font Software For Desktop End User License Agreement.

WE RECOMMEND THAT YOU PRINT THIS FONT SOFTWARE FOR DESKTOP END USER LICENSE AGREEMENT FOR FURTHER REFERENCE.

This Font Software For Desktop End User License Agreement (the Agreement) is a legal agreement between you and The Type Founders, LLC dba Connary Fagen, Inc. that governs the use of the Font Software that you license from The Type Founders, LLC dba Connary Fagen, Inc., and which are accompanied by or refer to this Agreement. This Agreement becomes a binding contract between you and The Type Founders, LLC dba Connary Fagen, Inc. when you click on the area marked ACCEPT LICENSE AGREEMENT, or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email etc.). If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 9 of the Agreement.

You hereby agree to the following:

1. Binding Agreement.

You are bound by the Agreement and you acknowledge that all use of the Font Software supplied to you by The Type Founders, LLC dba Connary Fagen, Inc. for the purposes set forth under this Agreement is governed by this Agreement.

2. License Grants.

You are hereby granted, subject to all of the terms and conditions herein, a worldwide (subject to the Export section of The Type Founders, LLC Connary Fagen, Inc.'s standard Terms and Conditions of Business), non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to allow your Licensed Desktop Users to:

- a. install the Font Software on such Licensed Desktop User's Workstation(s);
- b. install the Font Software on a Server on which the Font Software may only be accessed by your Licensed Desktop Users;

c. Use the Font Software on such Workstations or via such Server to: (i) create, edit, view, print and distribute materials, provided that, (a) if you distribute such materials, the materials do not contain the Font Software, and (b) if you create a static graphic image with a representation of a typeface and typographic design or ornament, such static graphic image does not correspond to glyphs or glyph combinations of the Font Software which are individually addressed by software, a website, a hardware device or other means to render such designs and ornaments; and/or (ii) embed the Font Software into Electronic Documents and duplicate the Font Software as an integrated part of any such Electronic Document, provided that Electronic Documents with embedded Font Software may only be distributed if (a) they are not Commercial Electronic Documents and (b) the Font Software cannot be fully or partially extracted from such Electronic Documents. (For distribution rights of Commercial Electronic Documents with embedded Font Software, a Commercial Electronic Document license is required); and

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All rights not expressly granted in this Agreement are reserved to The Type Founders, LLC dba Connary Fagen, Inc.

3. License Limitations and Reporting.

The maximum number of Licensed Desktop Users who may exercise the rights granted to you on your

behalf may not exceed the number of Licensed Desktop Users indicated in your Account or transaction documentation such as a receipt or an invoice when licensing the Font Software. You are responsible for compliance with the terms of this Agreement by all such Licensed Desktop Users.

You have licensed rights in this Agreement that may be subject to certain limitations in volume, which are reflected in your Account or in your transaction documentation such as a receipt or an invoice. You are obligated to maintain records with respect to your Use of the Font Software against such licensed amounts and The Type Founders, LLC dba Connary Fagen, Inc. has the right to ask you, from time to time, to provide information regarding such Use amounts and/or to fully document and certify that Use of any and all Font Software at the time of the request is in conformity with your valid licenses from The Type Founders, LLC dba Connary Fagen, Inc., which you shall provide to us within 30 days of our request. In the event your Use of the Font Software exceeds your licensed amounts, you agree to license from The Type Founders, LLC dba Connary Fagen, Inc. the necessary additional amounts and pay any fee associated with such increase.

4. Restrictions on Use.

You may not:

- a. Transfer your license rights in the Font Software, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device and (iii) there is no change to the intent or scope of the rights granted by this Agreement as a result of such transfer.
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- c. Modify the Font Software in any way, including to create, directly or indirectly, Derivative Works from the Font Software or any portion thereof (except as otherwise specifically set forth herein). If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.
- d. Embed the Font Software in open source software which may have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a

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5. Intellectual and Industrial Property Rights.

You agree that the Font Software is protected by the copyright law or other intellectual and industrial property rights of the United States and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties.

You agree that The Type Founders, LLC dba Connary Fagen, Inc. owns all right, title, and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.

You agree that the Font Software, its structure, organization, code, and related files are valuable property of The Type Founders, LLC dba Connary Fagen, Inc. and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

6. Limited Warranty; Limitation of Liability.

The Type Founders, LLC dba Connary Fagen, Inc. warrants to you that the Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, you must notify The Type Founders, LLC dba Connary Fagen, Inc. in text form within the Warranty Period, which could include via an email to inquiries@connary.com and provide sufficient information regarding your licensing of the Font Software so as to enable The Type Founders, LLC dba Connary Fagen, Inc. to verify the existence and date of the transaction. The entire, exclusive, and cumulative liability and remedy shall be that The Type Founders, LLC dba Connary Fagen, Inc. will use reasonable efforts to cause the Font Software to effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards as soon as commercially practicable. THE TYPE FOUNDERS, LLC DBA CONNARY FAGEN, INC. DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR THE TYPE FOUNDERS, LLC DBA CONNARY FAGEN, INC.'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE TYPE FOUNDERS, LLC DBA CONNARY FAGEN, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY

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7. Termination.

Upon failure by you or your Licensed Desktop User to comply with the terms of this Agreement, The Type Founders, LLC dba Connary Fagen, Inc. shall be entitled to terminate this Agreement upon notice by regular mail, paid carrier or email. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software. The termination of the Agreement shall not preclude The Type Founders, LLC dba Connary Fagen, Inc. from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of The Type Founders, LLC dba Connary Fagen, Inc..

8. Terms and Conditions.

You have separately agreed to The Type Founders, LLC dba Connary Fagen, Inc.'s standard Terms and Conditions of Business which include provisions relating to governing law and jurisdiction, export restrictions and U.S. government contracts. In the case of a conflict between The Type Founders, LLC dba Connary Fagen, Inc.'s standard Terms and Conditions of Business and this Agreement, this Agreement shall control.

9. Definitions:

Account means your account at the The Type Founders, LLC dba Connary Fagen, Inc. website through which you purchased the Font Software license that is subject to the terms of this Agreement.

Commercial Electronic Document means an electronic document which may be distributed to the general public (or to some subset of the general public) as a commercial product for a fee or other consideration (for example, an e-book). For the avoidance of doubt, an electronic document that is created for one's own internal use only or for distribution in a manner that is incidental to its business (for example an instruction manual that explains its product), is not considered a Commercial

Electronic Document under this Agreement.

Derivative Work means a work, including but not limited to software or data based upon or derived from the Font Software (or any portion of Font Software) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

Electronic Document means an electronic document or data file, for example a .pdf manual or an e-book, which is created by Use of the Font Software.

Font Software means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all Subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by The Type Founders, LLC dba Connary Fagen, Inc. in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

Licensed Desktop User means any user up to the number of individuals who may exercise the license grants to the Font Software under this Agreement, as indicated in your Account or transaction documentation such as a receipt or an invoice, whether or not such user does actually exercise such rights. Licensed Desktop Users must be your employees. The number of Licensed Desktop Users shall be counted regardless of whether and when actual Use occurs and thus equal the total of all individuals who are authorized and can potentially Use the Font Software during the Term (non-concurrent use).

Publicly Available Software means a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making Derivative Works, or (iii) be redistributable at no charge.

Server means any server that is either (a) maintained on your premises; (b) under your exclusive control; or (c) owned and controlled by a third party hosting service for your benefit, provided that you (i) have a written agreement regarding the Use and protection of the Font Software installed on such server, and (ii) shall remain responsible for any unauthorized access to and security of the Font

Software on such Server.

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. Use of the Font Software shall also occur when the software or instructions are executed.

Workstation means a hardware component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or implement the Font Software, regardless of the location in which the Font Software resides.

Warranty Period means the period of validity of the warranties given by The Type Founders, LLC dba Connary Fagen, Inc. in this Agreement. The Type Founders, LLC dba Connary Fagen, Inc.'s standard Warranty Period is ninety (90) days from delivery.