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End User License Agreement Trial

Newlyn End User Licence Agreement Terms and Conditions
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1. INTRODUCTION. This Agreement is a legal document which sets out the rights and obligations of the person or entity on behalf of which a Newlyn trial font software product (a "Trial Product") is downloaded ("you" or "Licensee"), and those of Newlyn Works Limited, a company registered in England & Wales under Company number 3675870, ("we", "us" or "Newlyn"). By downloading, installing or using any Trial Product, you accept that you are entering into a contract with us on the terms of this Agreement. Where the licensee is an entity, you undertake that you are entitled to bind that entity to this Agreement and to license Trial Products on behalf of that entity, (b) the entity will be bound to this Agreement in the same way as you, (c) this Agreement will accordingly be enforceable both against you and the entity, and (d) you will ensure that each person employed by the entity who has any access to the Fonts or Software (each an "Authorized User") is provided with a copy of this Agreement, and complies with it.

2. GRANT OF LICENCE. We agree to license you to use the particular fonts (the "Fonts") and software (the "Software") included in the Trial Products in accordance with this Agreement. The licence which we grant to you (a) is non-exclusive, (b) permits use only by you, and may not be shared with or transferred to any other person or entity and (c) permits use only for trial purposes, and (for the avoidance of doubt) does not permit the Software or Fonts to be made available in downloadable or editable form, or the use of the Software or Fonts for or in connection with the rendering or displaying of content on the web in any form; see below for more details.

3. SOME DEFINITIONS. In this Agreement:

- (a) "font" includes typeface, bitmap and any technology resulting in a representation thereof;
- (b) "use" means (a) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (b) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;
- (c) "networked" includes any form of connectivity, whether wired or wireless, and whether through a client/server arrangement or otherwise;
- (d) "device" means any item owned by you (and not by any other person or entity) through which it is possible to give commands which are capable of being responded to by any part of the Trial

Products;

- (e) "trial purposes" means use of the Trial Product (i) for the representation of part of the Font set in presentational materials that are viewed only by the Licensee and actual or potential clients of the Licensee, (ii) wholly and exclusively for the purpose of the Licensee and actual or potential clients of the Licensee assessing whether to license the Software and Fonts on a commercial basis, and (iii) for no other purpose;
- (f) "work" includes any form of visual representation, whether textual, graphical or otherwise; and
- (g) "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.

4. MAXIMUM USAGE. The maximum number of devices upon which the Software or any Font may at any time be used is five.

5. TRIAL USAGE. This Agreement permits the use of the Trial Product only for trial purposes. Accordingly, you agree that you will not use any Software or Fonts for commercial purposes, such as: (i) in print or digital publications; (ii) in advertising, marketing or promotions; (iii) in the artwork of logos or brand-identities; (iv) as part of your trade mark; or (v) in your or anyone's product packaging. These are non-exhaustive examples of uses that are not permitted under this Agreement. If you would like to discuss being licensed on a commercial basis, whether for these or any other uses which are not permitted under this Agreement, please contact us at contact@newlyn.com. Licensee is authorized to create non-editable .pdf formatted documents using the Font Software exclusively for trial purposes.

6. OTHER USAGE WHICH IS NOT PERMITTED. Without limiting any other provisions of this Agreement, the following use of the Fonts is not permitted under it: (i) storing, caching, or serving a Font through the internet to users by way of a server, intranet, or any other technology; (ii) internal corporate or business-wide use or distribution; (iii) modification or creation of derivative versions of a Font; (iv) converting a Font from one file format to another; (v) converting a Font for use in any operating system(s) other than that for which it was originally provided; (vi) use in connection with the creation of alphabet- or letterform-related products (such as, without limitation, dice upon which the numerals appear in a Font) for resale or in letterform creation products or devices; (vii) in titling, credits, text or other content appearing in audiovisual works or audiovisual media services for broadcast or other distribution (including, without limitation, broadcast or distribution via television, DVD, motion or for viewing over the

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Internet), (viii) use by or on behalf of third party; (ix) transfer of use from one licensee to another; (x) use as Webfont, and (xi) any embedding and transmission of the Fonts and Software.

7. INTELLECTUAL PROPERTY. You acknowledge and agree that: (a) we (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and (b) we own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them. Separately and together, the Trial Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us.

8. COPYING OF TRIAL PRODUCTS. No copying or distribution of any of the Trial Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of Trial Products include the same copyright and other proprietary notices as appear on the original Trial Products which we make available. All copies of the Trial Products must be kept under your exclusive control.

9. LIMITATIONS. The Licensee shall ensure that no Font is made available to any person in a form which permits the Font to be extracted, copied, modified or adapted.

10. DECOMPIATION. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the Trial Products, except to the extent expressly permitted by applicable law.

11. YOUR DETAILS. You must ensure that we at all times possess and are provided with accurate and current information about your correct name, address and any other requested details.

12. DATA PROTECTION. We will treat any personal data you provide to us in accordance with the Data Protection Act 1998, and otherwise in accordance with the law. We will not keep your personal data after the termination of this Agreement.

13. WARRANTY. We give no warranty or undertaking that the Trial Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that any application you intend to use with the Trial Products supports the specific font format of those Trial Products; you may need to check with the application's manufacturer on this point. No warranty is given concerning the performance of or results you

may obtain by using the Trial Products.

14. DISCLAIMER AND EXCLUDED LOSS. Your use of the Trial Products is entirely at your own risk. We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). Newlyn will not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Trial Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement- including, without limitation, any implied warranties of satisfactory quality or fitness for a particular purpose – unless they are incapable of being excluded by law.

15. NON-EXCLUDED LIABILITIES. Nothing in this Agreement limits Newlyn's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected by the content of this Agreement.

16. AUDIT. You acknowledge and agree that we shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where Trial Products are apparently used in order to determine your compliance with this Agreement and our rights.

17. TERMINATION. We shall be entitled at any time to terminate the licence of a Trial Product granted to you under Clause 2 above with immediate effect by notice sent to the contact email address or postal address you provide to us at the time when you downloaded the Trial Product.

If this Agreement is terminated, you must destroy the original and any and all copies of the Trial Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

18. ASSIGNMENT. We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of Newlyn assign or dispose of this Agreement, or the licence granted under this Agreement.

19. ENTIRE AGREEMENT. This Agreement, together with any document referred to in it, contains your entire agreement with us relating to the Trial Products. It replaces all earlier agreements



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and understandings with you relating to the Trial Products, except for any fraud or fraudulent representation by either you or us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. No modifications or amendments of this Agreement shall be valid or binding unless made in writing and duly executed by us and you.

20. NO WAIVER. No delay by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in respect of a breach of this Agreement operate as a waiver of any subsequent breach.

21. SEVERABILITY. In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

22. LAW. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and subject to the non-exclusive jurisdiction of the Courts of England and Wales.