

This end user License Agreement (hereinafter “Agreement”) is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter “You”) and TypeTogether s.r.o. (hereinafter “TT”), and is applicable to the Font Software that is accompanied by this Agreement or that you have ordered online. By downloading the Font Software or opening the package, 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. If you have purchased a License to use the Font Software in a sealed retail package and do not agree to the terms of this Agreement, return it unopened to the place of purchase.

DEFINITIONS

1. You are bound by the Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by TT is governed by the Agreement.

2. “Font Software” means coded software that generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

3. “Licensed Unit” means an installation of the Font Software that allows up to five (5) concurrent users and any amount of output devices to use it at a single geographic location. A single geographic location is in particular the site of your place of business. The geographic restriction does not apply to portable computers if they are owned by you. If you require font software to be used by more than 5 users, you need to purchase a license extension.

4. “Commercial Product” means a product (e. g. electronic document, soft- or hardware) which is distributed to third parties with the intention of (i) obtaining a financial or other consideration and/or (ii) increasing awareness of one’s own company or institution, products, and services in order to gain more business.

GRANT OF LICENCE

5. This non-exclusive license grants you to use font software in a Licensed Unit for your own personal or internal business purposes according to the terms of this Agreement. You have no rights to the Font Software other than as expressly set forth in the Agreement. You agree that TT 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 trademarks rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of TT and that any intentional Use of the Font Software not expressly permitted by the Agreement constitutes a theft of valuable property. All rights not expressly granted in the Agreement are expressly reserved to TT. You may not use the Font Software to electronically distribute a Commercial Document without a separate license from TT authorizing you to do so.

6. You may make back-up copies of the Font Software for archival purposes only, provided that you retain exclusive

custody and control over such copies.

7. You may take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this particular document (this document may be edited by the printer or service bureau). In the event of use of the Font Software for other purposes, the printer or service bureau must purchase its own Font Software licenses.

8. You may embed the Font Software in documents either as a rasterized representation of the Font Software (e.g., a GIF or JPEG) or as a subset of the Font Software as long as the document is distributed in a secure format that itself is not a Commercial Product. You may embed the Font Software in websites using common formats such as sIFR, Cufon and similar. **You need to obtain a separate license to use @font-face.** You need an additional license from TT or its Distributors for embedding the Font Software in a Commercial Product.

9. You may adapt, modify, alter, translate, convert, and install the font software into another format for use in other environments, subject to the following conditions: A computer on which the converted font software is used or installed shall be considered as one of your permitted number of computers. Use of the font software you have converted shall be pursuant to all the terms and conditions of this Agreement. Such converted font software may be used for your own customary internal business or personal use exclusively and may not be distributed or transferred for any purpose. You may not modify or remove the name(s) of the font software, author’s signature, copyright and trademark notices from the original files.

10. The Font Software may not be installed or Used on a server that can be accessed via the Internet or other external network system (a system other than a LAN) by Workstations which are not part of a Licensed Unit.

11. Except as granted in 6. to 7, you may not copy the Font Software or allow third parties to copy the Font Software. Any copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the originals.

12. You acknowledge that the Font Software is protected by the copyright and other intellectual property law of the United Kingdom of Great Britain, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong exclusively to TT, except as expressly provided in 5. You do not gain the ownership of the Font Software under this Agreement. The structure, organization, and the code of the Font Software are trade secrets of TT, and you agree to treat them as such. 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 Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font

Software. You agree not to create Derivative Works from Font Software or any portion thereof. You further agree not to use Font Software in connection with software and/or hardware which create Derivative Works of such Font Software.

TRANSFER OF LICENCE

13. You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, parts of it, 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 (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 that (iii) you notify TT about the transfer by submitting the online form located at www.type-together.com/notifications/ or by writing to Rodriguez 1339 Suite 7, 2000 Rosario, Argentina. Without limiting the generality of the foregoing, you agree that you will not distribute or disseminate all or any part of the Font Software through any online service.

LIMITED WARRANTY

14. Limited warranty. For a period of ninety (90) days after delivery, TT warrants that the font software will perform in accordance with its documentation. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such ninety (90) day period. The entire, exclusive, and cumulative liability and remedy shall be limited to the refund of the license fee you paid to TT to obtain delivery of the Font Software. Neither the warranty nor technical support do not apply to any font software converted or modified by the user.

15. Disclaimer of warranties. TT DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR TT'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, TT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL TT BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF TT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF TT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERMINATION

16. TT has the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon termination, you must destroy the original and any copies of the Font Software and Documentation.

OWNERSHIP

17. The Font Software, and all copies thereof, is protected by the United States Copyright Law, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong exclusively to

the designer and/or TT, except as expressly provided in 5. You do not gain the ownership of the Font Software under this Agreement. The structure, organization, and the code of the Font Software are trade secrets of TT, and you agree to treat them as such.

GOVERNING LAW

18. This Agreement will be governed by the laws of the Czech Republic. 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. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export laws, restrictions or regulations. This Agreement may only be modified in writing signed by an authorized officer of TT.

GENERAL PROVISIONS

19. You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

*TypeTogether End User Licence Agreement, version 1.2
copyright © TypeTogether 2010*