

# XYZ.

+1 314-833-7646  
support@xyztype.com

XYZ Type  
PO Box 15147  
Saint Louis, MO 63110  
USA

## Server license agreement

Please read this agreement before installing or using the font software described in the Order Summary (collectively “the Fonts”) and owned, licensed, or distributed by XYZ Type LLC (“We”, “Us” or “Our”). This End-User License Agreement (“Agreement”) outlines what you as a user (“You” or “Your”) can and cannot do with the Fonts. By installing, copying, or using any portion of the Fonts, You accept and agree to all of the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not use the Fonts.

The Fonts are licensed, not sold. Purchasing a license to the Fonts gives You the right to copy, download, install and use the Fonts in accordance with the terms of this Agreement and the order summary you received when you purchased the license (the “Order Summary”). The Order Summary is incorporated into and made part of this Agreement.

### 1. GRANT OF LICENSE

This Agreement grants You a perpetual license to use the Fonts (“License”) on a server (“Licensed Server”) only and as specified in this Agreement and in the Order Summary. You are hereby granted a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of this Agreement) to (i) install the Fonts on a Licensed Server or incorporate the Fonts into a product and install the product on the Licensed Server for the purposes set forth in this Section 2, and (ii) to use the Fonts on development servers solely for internal development use, (iii) in each case for Internal Use only, (a) to create or allow End Users to create Embedded Documents that are not Commercial Products with Printing and Viewing Rights and Editing Rights, (b) distribute such Embedded Documents to End Users, and (s) grant End Users the right to Use the Fonts to print, view and edit the Embedded Documents. Foundry reserves all rights not expressly granted to you in this Agreement. A license for additional types of use, including on a desktop or personal computer or as webfonts, may be purchased from Us separately. This non-exclusive License does not preclude Our right to license the Fonts to other users.

### 2. PERMITTED USES & RESTRICTIONS

**a. Copying.** You may make a reasonable number of backup copies of the Fonts, provided Your backup copies are not installed or used for anything other than archival purposes.

**b. Derivative Works & Modifications.** You may not create derivative work(s) based upon the design or intellectual property of the Fonts. “Derivative work” includes code or data derived from or based upon the Fonts or any portion of the Fonts, in any form in which such code or data may be transformed, translated or adapted. You may not create new typefaces from, modify, or alter the source code of the Fonts.

**c. Editable use.** The use of the Fonts for static, dynamic or editable text is permitted.

**d. Restriction on Transfer.** You may not rent, lease, sublicense, or assign any portion of the Fonts. Likewise, You may not authorize any other individual or legal entity to copy



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any portion of the Fonts onto that individual or entity's computer.

**e. Third Party Use.** If you are using the Fonts for the creation of a third party Server, you or the third party must purchase appropriate licenses to cover their use of the Fonts.

### 3. INTELLECTUAL PROPERTY OWNERSHIP

The Fonts and the designs embodied in them are protected by the copyright laws of the United States, other countries and by international treaty provisions. Either XYZ Type LLC or third parties from whom we have obtained a license exclusively owns all copyrights, trademarks and patents associated with and protecting the Fonts and their designs; You gain no ownership of the Fonts under this Agreement.

### 4. TERMINATION WITH CAUSE

The License will immediately and automatically be terminated with cause if You violate any material term or condition of this Agreement. If the License is terminated with cause, You agree that You are not entitled to a refund and will immediately return or destroy all copies of the Fonts in Your possession. Termination of this Agreement does not preclude Us from seeking all legal or equitable remedies.

### 5. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

You agree that this Agreement has been entered in and shall be governed by the laws of the State of Missouri, without regard to conflict of laws principles. You consent to the jurisdiction of the state and federal courts in the City and County of St. Louis to enforce the provisions of this Agreement and to resolve any disputes arising out of or related to this Agreement or your use of the Fonts.

In the event that any dispute or claim arises out of this Agreement, You will attempt in good faith to negotiate a resolution of the matter with Us. You agree that if the matter remains unresolved for forty-five (45) days after notification that a dispute exists You will join Us in participating in mediation services in St. Louis, MO with a mutually agreed upon mediator in an attempt to resolve the dispute. The costs of obtaining the services of a mediator will be split equally between You and Us.

### 6. NO WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

We strive to produce the Fonts to the highest and most up-to-date technical standards. If You experience any difficulties with the Fonts and provide notice to us of those difficulties within 90 days of the purchase date in the Order Summary, We will work with You to resolve any technical issues. If we determine that the problem is a result of a technical failure of the Font software and it is not possible for us to correct the problem within 10 days of when you notify us of the problem, we will refund the purchase price. In the event We refund Your money or You refuse to accept delivery of our Fonts, this License is automatically terminated. We do not provide warranties of merchantability or noninfringement.

We will not be liable for any damages, loss, claims or costs including direct,

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indirect, special, incidental, consequential, lost profits or other damages based in contract, tort or any other claim for any incident arising out of Your use of the Fonts above the cost of the purchase price. We have no liability with respect to the content of the Fonts or any part of the Fonts, including but not limited to errors, omissions, libel, infringements of rights of publicity, privacy, copyright, or trademark, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

You agree to hold Us harmless from any and all liabilities, actions, losses, damages or claims including all reasonable expenses, costs and attorneys' fees arising out of Your use of the Fonts.

### 7. BUSINESS AND ORGANIZATIONAL USERS

The individual installing, copying or using the Fonts, or any portion of the Fonts, for a business or organization, warrants that they have the authority to legally bind the business or organization. Individuals who do not have the authority to bind the organization or business agree to be personally liable for any breach of this Agreement.

### 8. GENERAL PROVISIONS

This Agreement is effective on the date You install, copy, or use the Fonts, or any portion thereof.

If any portion of this Agreement is found to be void and unenforceable, it will not affect the validity of the entire Agreement.

The terms and conditions of this Agreement and the Order Summary constitute the entire agreement with respect to the Fonts and will supersede and replace all prior understandings and agreements.

Updates and upgrades to the Fonts are subject to the same terms and conditions as this Agreement unless We provide and require additional or different terms.

We may assign our rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any third party owning or acquiring a substantial portion of our stock or assets, or to any partnership or other venture in which we participate, and such rights may be similarly assigned by any assignee. You do not have the right to assign this Agreement or any of your rights hereunder without our prior written consent.