

This Trial Font End User License Agreement (“Agreement”) is an agreement between the type foundry providing the trial font (“Foundry”), and you (“you” or “your”), individually a “Party” and collectively the “Parties”. This Agreement governs your access to or use of the Foundry’s trial fonts and related software and materials (“Trial Font” or “Trial Fonts”). By accessing, downloading, installing, or using any Trial Font, you agree to be bound by this Agreement. This Agreement affects your legal rights and obligations. If you do not agree to be bound by this Agreement, do not access, install, download, or use the Trial Fonts.

## 1. UPDATES

Foundry may update or modify this Agreement at any time, and will notify you of any update or modification. Your use of the Trial Fonts following any update or modification constitutes your agreement to follow and be bound by the Agreement as updated or modified. The updates or modifications will not be retroactive, and the most current version of the Agreement that you have agreed to will govern.

## 2. TRIAL FONTS

Foundry is providing Trial Fonts to you for testing and evaluation. You acknowledge that Trial Fonts may be limited in function for that purpose and not enable you to create a complete set of characters, symbols, glyphs, letters, or punctuation. Foundry has no obligation under this Agreement to provide any support or consultation concerning any Trial Font.

## 3. PERMITTED USE

You may use Trial Fonts only for personal or internal testing and evaluation purposes, such as mock-ups or presentations to clients to showcase potential uses of any Trial Font (“Permitted Uses”). Any other use, such as public facing uses, requires a paid, commercial license from Foundry. The Trial Fonts are licensed to you for use by a single user. You may store the Trial Fonts on any of your computers, but the Trial Fonts cannot be shared with others.

## 4. LICENSE

Foundry grants you a personal, worldwide, royalty free, nonassignable, nonsub licensable, revocable, and nonexclusive license to use the Trial Fonts for the Permitted Uses (“License”), provided that you: (i) shall not transfer, give access to, or distribute any part of any Trial Font to any third-party without Foundry’s prior written consent; (ii) shall not attempt to reverse engineer, alter, or modify any part of any Trial Font; (iii) shall not publicly display any Trial Font; (iv) shall not attempt in any way to emulate, mimic, or otherwise create a substitute for any Trial Font, including outlining; and (v) comply with this Agreement. The License will continue until this Agreement is terminated. Foundry retains all rights in its Trial Fonts, and you acknowledge that you have no rights in the Trial Fonts outside of this License.

## 5. NEW VERSIONS

During the term of your License, Foundry may give you access to future versions of the Trial Fonts. Foundry does not have any obligation to make new versions available, or to continue to make available for access or download any versions of any Trial Font. You acknowledge and agree that your use of new versions of the Trial Fonts are subject to this Agreement, which may be amended by Foundry.

## 6. OWNERSHIP

The Trial Fonts are subject to trademark, service mark, trade dress, copyright, or other intellectual property rights or licenses held by the Foundry. No right, title, or interest in any Trial Font is transferred to you as a result of this Agreement.

## 7. TERMINATION

You may terminate this Agreement by ceasing use of and destroying your Trial Fonts and notifying Foundry of such action and your intent to terminate. If you wish to use a Trial Font after termination, a new licensing agreement is required for use. Foundry may terminate this Agreement immediately without cause at any time by notifying you. If you breach this Agreement, this Agreement will automatically terminate. You agree to pay Foundry’s reasonable attorneys’ fees incurred in connection with an investigation or action or proceeding arising from your breach of this Agreement.

## 8. LIMITED LIABILITY

Neither Party will be liable for any indirect, special, incidental, or consequential damages, or lost profits, that may arise in connection with this Agreement. Foundry’s liability arising out of this Agreement will not exceed the amount you paid for the Trial Fonts.

## 9. EXCLUSION OF IMPLIED AND OTHER WARRANTIES

The Trial Fonts are provided “AS IS”. Foundry makes no warranties, express or implied, and disclaims all implied warranties, including any warranty of merchantability or warranty of fitness for a particular purpose.

## 10. TRANSFERABILITY

You shall not transfer or assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of Foundry.

## 11. CLASS ACTION WAIVER

You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Trial Fonts or this Agreement. You also agree not to seek to combine any action or arbitration related to the Trial Fonts or this Agreement with any other action or arbitration without the consent of the Parties and all other actions or arbitrations.

## 12. NO AGENCY

Nothing in this Agreement will be deemed to create any association, partnership, employment, joint venture, or agency relationship between the Parties. The Parties will not have the right or authority to create any obligations of any kind, make any representation or warranty on behalf of the other Party, or to bind the other Party in any respect, unless approved in writing by both Parties.

## 13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties with respect to the Trial Fonts and supersedes all prior understanding, whether written or oral. Except as provided in this Agreement, no term or condition of this Agreement may be amended or deemed waived, except by a writing signed by the Parties that refers to this Agreement. If any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.