

END USER LICENSE AGREEMENT

ATTENTION, PLEASE: By confirming your acceptance of this end-user license agreement (“EULA”) on the Darden Studio website (which is a condition to receive the Font Software that is the subject of this License), you are acknowledging that the License is subject to the terms set out below, but the rights do not transfer to you until Darden Studio has received full payment of the license fee. If you don’t understand anything in this License, ask us!

IF YOU HAVE LICENSED A TESTING FONT, READ SECTION 6 FIRST, which describes limitations that apply specifically to Testing Fonts.

1. Licensed Uses

- a. Darden Studio hereby grants this end user license (“License”) to you as Licensee, pursuant to which you have the non-transferable, limited and non-exclusive right to directly install solely on the maximum number of computers or other electronic devices (“CPUs”) entered in our order confirmation bearing the shop order number stated above (“Confirmation”), and to use, reproduce and display, the font software identified in the Confirmation (“Font Software”) in the production of human-readable text. If a brand is identified in the Confirmation, the License is limited to uses associated with the brand. You are permitted to make a reasonable number of back-up copies of the Font Software to be used solely for archival purposes. This License is perpetual, subject to section 2(b).
- b. This License is limited to the creation of non-embedded files, i.e., images created with the Font Software but that do not incorporate the Font Software and that permit only the viewing and printing (and not the editing, altering, enhancing or modifying) of the text or artwork after it is finalized by you. By “non-embedded,” we mean a non-font rasterized or outlined (vector-based) file format. For clarification, embedding of the Font Software is not permitted, by which the Font Software becomes part of other software, for example inside the CSS of a website. (For embedding or any other use not permitted by this License, see section 1(i).)
- c. By way of illustration, you can upload an image created with the Font Software to your website, but you cannot embed the Font Software in the website. If you are a designer and use the Font Software to create artwork or text, you may only provide it to unlicensed parties (including your client) in a non-embedded format (e.g., a non-font PNG, JPEG, GIF or TIFF), a rasterized vector format (e.g., a PDF or EPS file created using the “Create Outlines” command in Adobe InDesign or Illustrator) or a secured format (e.g., a “protected,” subset embedded pdf or “non-editable” Flash SWF file for distribution on the web). If you want to send your client a file that permits the client to edit or modify the file using the Font Software, your client will need to purchase its own license to use the Font Software. Similarly, if you are a person or company that hires a design studio to create a project for you, you are not permitted to share the Font Software with the design studio except in non-embedded image formats; designers who need to make edits using the Font Software must separately license the Font Software from Darden Studio.
- d. The Font Software is not permitted to be used in letter-form products, that is, products that reproduce or display font glyphs as aesthetic objects, as opposed to using the glyphs for language-based communication, including on t-shirts, shaped as or displayed on stickers, pillows and chocolates, and as house numbers or alphabet soup noodles.
- e. Any number of CPUs up to the licensed maximum may access and operate the Font Software for desktop use, so long as the CPUs are owned by you and are being used by you and your direct employees. If you host the Font Software on a server for desktop use, non-licensed CPUs must not be given server access to the Font Software, and the number of licensed CPUs must equal at least the server CPUs plus all CPUs that have the permitted access. If you intend to install the Font Software on virtual machines for use by your employees, the number of licensed CPUs must equal at least those virtual machines plus the number of server CPUs that host the virtual machines. If you give away or sell a CPU, you must remove the Font Software from it before doing so. You are responsible to ensure that all persons who operate your licensed CPUs abide by this License.

- f. You may open the Font Software in a font or text editor solely in order to look at it. You are prohibited from decompiling or disassembling the Font Software for the purpose of converting, porting, adapting or modifying it in any manner. If you want to modify a glyph, “swap” alternates or move characters to different Unicode positions, it is subject to Darden Studio’s permission, and design work must be done either by Darden Studio or by someone approved by it. Any violation of this provision will render you liable for damages calculated on the basis of Darden Studio’s highest charges for font software development and the license for the use.
- g. You are prohibited from distributing, transmitting, leasing, loaning, selling or sub-licensing, in whole or in part, the Font Software, to any third party (which includes a subsidiary, affiliate, franchisee, assignee, customer or agent). You are required to implement reasonable security precautions, protocols and protective measures to prevent the unauthorized use, distribution, duplication, transmission or dissemination of the Font Software.
- h. As courtesy exceptions to section 1(a), (c), (d) and (g), you are permitted to provide non-editable PDFs to unlicensed users; and you may also provide the Font Software, or editable PDFs or live mechanicals containing the Font Software, to unlicensed 2D printing vendors to reproduce jobs specified by you, so long as you ensure that the vendors delete or return the Font Software to you at the conclusion of rendering services.
- i. Use or distribution of the Font Software that is not specifically permitted in this section 1 must be separately authorized in license addenda issued by Darden Studio. Addenda can only be issued to the person or entity that owns the business or brand associated with the licensed use. This means, for example, that if a business or brand owner employs a website developer, an addendum for web embedding can only be issued in connection with a license granted to the owner, not the developer’s license.

2. Changed Terms

- a. Since it is not possible to foresee technological innovations that may materially impact usage of the Font Software (such as the invention of 3D printing), and in consideration of the fact that Darden Studio does not limit this License to a specific term of years, Darden Studio reserves the right to unilaterally amend the terms of the License insofar as any provisions herein are rendered obsolete or incomplete by new or changed technology, effective as of the date of publication of notice of the amendment on Darden Studio’s website.
- b. In the event of multiple license purchases over time by you for the same Darden Studio font family (such as for additional styles or CPUs or the expansion of usage rights), if there are any differences in the terms between or among the EULAs issued in connection with the purchases, Darden Studio will have the right to require that the terms in the latest EULA govern the entirety of your licensed uses of all Font Software supplied to you. Darden Studio may also impose consistent EULA terms on any related entities (such as foreign affiliates or franchisees) that place orders for the same Font Software.
- c. Darden Studio is not obligated to provide upgrades or updates of the Font Software for any reason. If upgrades and updates are offered, they will be the subject of a new license, which may have new terms and/or fees. Your acceptance of an upgrade or update will automatically terminate this License and your right to use the version of the Font Software covered by this License.

3. Violations; Termination

- a. If during the period of the License Darden Studio so requests, you are required to provide complete, accurate answers to Darden Studio’s questions concerning equipment in which you have installed the Font Software and uses to which the Font Software has been put, certified by an officer of the company. In addition, upon at least 10 days’ advance notice, Darden Studio may, either through its own employees or through a third party designated by Darden Studio, inspect your records and equipment to verify compliance with the terms of the License. Darden Studio will treat in confidence all information to which it has access in making an inspection, except as may be reasonable to enforce the License.
- b. This License is subject to termination in Darden Studio’s sole discretion if you violate any of the terms and conditions stated herein. Darden Studio may, but is not required to, suggest revised conditions of the License on which you may continue to use the Font Software after curing the violation in an appropriate manner. (For example, if you failed to respect the EULA CPU limitation, Darden Studio may require as a condition to continued use that you expand the License to unlimited users so there will be no need for future oversight on this issue.)

- c. In the event of the termination of this License, you must destroy the Font Software and all copies thereof, as well as all materials containing the Font Software in all forms of media. You must promptly submit a declaration signed by an officer of the company that attests to the destruction of the Font Software and materials in conformance with this License. No fees will be refundable to you upon termination. The cure of a violation or the termination of the License is without prejudice to Darden Studio's entitlement to damages (for example, if you violate section 1(e), you will be required to pay damages as described in that subsection) and costs, pursuant to section 3(d).
- d. If you violate any of the provisions of this License, in addition to any damages the violation may cause Darden Studio, it will be entitled to payment by you of the costs incurred by it to investigate and address the violation, enforce the License and/or finalize a settlement, including reasonable investigators' and attorneys' fees.

4. Disclaimer

- a. The Font Software is provided "as is." Darden Studio disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose or otherwise with respect to the Font Software.
- b. Without limiting the generality of the foregoing disclaimer, Darden Studio does not warrant that the Font Software will operate uninterrupted or error-free. If the Font Software at the time of delivery to you is corrupted or delayed during transit or is found to otherwise contain a flaw that can be reproduced by Darden Studio in its review of the Font Software, Darden Studio will provide replacement Font Software for the same font styles. Darden Studio cannot give refunds, and an exchange will only be made in the case of a defect.
- c. In no event will Darden Studio be liable to you or any other person or entity for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the subject matter of this License. Darden Studio's total liability for damages, if any, will be limited to the total fees paid by you to Darden Studio hereunder.
- d. Some jurisdictions do not allow the exclusions of warranty limitations in connection with purchases by consumers. This disclaimer section will be deemed amended to the extent that you are provided rights by consumer statutes and regulations in those jurisdictions that override any provisions herein.

5. General

- a. Particularly in order to ensure adherence to the limitations of this License, Darden Studio reminds you that the License is non-transferable, and any transfer in violation of this provision will be null and void from inception. This means that you may not assign your rights or obligations under this License, in whole or in part, to any other person or entity without Darden Studio's prior written consent. Except as specifically permitted in this License, you are not authorized to copy, share or lend the Font Software. If someone else would like to use the Font Software, including one of your vendors other than a 2D printer, the appropriate solution is to purchase a license. (Darden Studio may at its discretion decline to license a use.)
- b. No waiver of any provision of this License or of any right or remedy hereunder will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No delay in exercising, course of dealing with respect to, or partial exercise of any right or remedy hereunder will constitute a waiver or relinquishment of any other right or remedy, or future exercise thereof.
- c. All notices must be in writing and will be deemed to be delivered on the first business day following the date sent by electronic mail, unless the sender receives notice of delivery failure; by certified mail, postage prepaid, return receipt requested; or by a reputable overnight courier or mail-delivery service, at the address given above for the party to whom the notice is directed or to such other address of which the sending party has previously received notice in conformance with this section.
- d. This License shall be governed by, and construed in accordance with the laws of the State of New York, excluding its rules governing conflicts-of-law. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. Any dispute relating to this Agreement will be decided solely in the courts located in the State and City of New York, and the parties irrevocably submit to the personal jurisdiction of said courts for that purpose.

- e. Darden Studio warrants that it is the creator and sole owner of all intellectual-property and other rights in the Font Software. All rights not expressly granted to you in this License are reserved to Darden Studio. Darden Studio retains all right, title and interest in whatsoever nature (including all intellectual property rights) in the Font Software and in all legally protectible elements and derivative works of the Font Software, regardless of by whom paid for or developed.
- f. This License, as modified by any addenda issued by Darden Studio, constitutes the complete and binding agreement between the parties with respect to the Font Software, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

6. Testing Fonts: Special Provisions

Certain of the rights stated hereinabove for a basic license are not granted for “Testing Fonts,” which are identified with the word “Testing” in the font name.

- a. The rights described in section 1(a) are limited to human-readable text that is not published to the public. For example, you may use the Font Software to test whether the Font Software satisfies your own or a client’s technical and creative requirements, including in design proposals you submit to a client for its consideration. In order to use the Font Software in final work and/or publish it or otherwise render it public, you or your client must have a basic (non-testing) license and any addenda that may apply to the use.
- b. The right to provide the Font Software to unlicensed 2D printing vendors, described in section 1(h), is not granted to you under a testing license.
- c. The illustration included in section 1(c)’s first sentence of a “secured format” is not applicable to a testing license, since no text created under a testing license may be distributed on the web.

We are very appreciative that you have chosen to purchase a Darden Studio font. Thank you for reading these EULA provisions carefully to be sure you understand the terms and conditions in connection with your purchase. We suggest that you keep a copy of the EULA for future reference, and be sure to contact us if in doubt about any of your rights and obligations under the License.