



QUADRAT

QUADRAT COMMUNICATIONS

Quadrat Communications Web Font end-user licence agreement

Effective 1 December 2011

LICENCE: By using the web fonts (the "Web Fonts") provided by Quadrat Communications ("Quadrat"), you are agreeing to abide by the terms of this Licence Agreement (this "Licence") between you and Quadrat. You should read it carefully, as your agreement to its terms will be presumed. If you do not understand the terms of this Licence, you should review it with a lawyer. This Licence will be enforceable just like any written agreement signed by you. If you are not in agreement with terms of this Licence, you must immediately delete all of the Web Fonts from all Permitted Websites and Permitted Web-hosting Servers (as those two terms are defined below), and a full refund will be given. The other terms and conditions of this Licence are as follows:

1. Grant of Rights: Subject to the other terms and conditions of this Licence, you are here by granted a non-exclusive, non-transferable licence to use the Web Fonts and their supporting files and documentation for an indefinite period of time to create web pages on as many of the websites owned or maintained by you as your receipt, which must be attached hereto as Schedule "A", indicates that you have paid for ("Permitted Websites"), and to display those websites on the Internet. In the absence of a receipt being attached as Schedule "A", you will be deemed to have not paid for this Licence, and your use of the Web Fonts is strictly prohibited.

2. Ownership of Web Fonts: You do not own the Web Fonts. Ownership of the Web Fonts and all intellectual property rights relating thereto remains with Quadrat. You simply have permission to use them, subject to the terms and conditions of this Licence.

3. Web Hosting Servers: You may install the Web Fonts on any web hosting servers required to support the Permitted Websites ("Permitted Web-hosting Servers").

4. No Modifications: Any modification of the Web Fonts is expressly prohibited, and is a breach of this Licence, which will result in, among other things, the immediate termination of same.

5. No Embedding: Embedding of the Web Fonts in other documents is expressly prohibited. Any alterations to the Web Fonts to allow embedding is a breach of this Licence and will result in, among other things, the immediate termination of same.

6. No Reverse Engineering: You are prohibited from reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the Web Fonts.

7. Restriction on Copying: You are permitted to copy the Web Fonts only to the extent that copying occurs when you upload the Web Fonts to a web server.

8. Unauthorized Use: All rights not expressly granted to you in this Licence are expressly reserved to Quadrat, and any use of or access to the Web Fonts that is not expressly authorized by this Licence is a breach of this Licence, and Quadrat will be entitled to take immediate action to rectify such breach.

9. Licence and Web Fonts Not Assignable: This Licence is personal to you, and you may not assign or sublicense this Licence or any rights under this Licence, or otherwise transfer or distribute the Web Fonts, or any copy or modified form of any Web Fonts, to any other person or business unless such other person or business agrees to be bound by the terms of this Licence and you first delete all copies of the Web Fonts in your possession. You must advise Quadrat immediately of any such assignment.

10. No Use Without Payment: If Quadrat discovers that you are using the Web Fonts without remitting the appropriate payment for same, you will forthwith be required to remit the payment required for such use, at twice the then-current licence cost.

11. Termination: This Licence will terminate immediately upon any breach of the terms and conditions of same. Following any termination of this Licence, you must immediately delete all copies of the Web Fonts from all Permitted Websites and Permitted Web-hosting Servers and any other location in your possession or under your control.

12. Remedies for Breach of Licence: You hereby agree that monetary damages are insufficient to compensate Quadrat for any breach of this Licence. You agree that irreparable harm would accrue to Quadrat in the event of such breach. If this Licence is breached in any way, Quadrat will have the immediate right to seek an injunction to stop such breach, without prejudice to any other legal or equitable rights and remedies that it may have.



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13. Intellectual Property Rights: The Web Fonts and any copies that you are authorized by Quadrat to make are the copyrighted material, intellectual property of and are owned exclusively by Quadrat throughout the world. The structure, organization and code of the Web Fonts are the valuable trade secrets, confidential and proprietary information of Quadrat. The Web Fonts are protected by copyright. You will not acquire any rights, express or implied, in the Web Fonts other than those expressly set out in this Licence.

14. Intellectual Property Notices: You may not delete or change any copyright or trademark notice that accompanies or is incorporated into the Web Fonts or their supporting files or documentation, and no other copyright or trademark notice may accompany or be incorporated into the Web Fonts, or any modified form of the Web Fonts, or in any related files or documentation.

17. Limitation of Liability: You agree to use the Web Fonts at your own risk. This software is provided on an "as is" basis. It is your responsibility to ensure that you have the proper hardware and safeguards in place to properly use the Web Fonts. Except as expressly set out elsewhere in this Licence, there are no express or implied representations, warranties or conditions of any kind in respect of the Web Fonts or the services provided by Quadrat. Further, Quadrat will not be liable to you or any other person or business for any indirect, special or consequential damages related to this Licence. Quadrat's entire liability under this Licence for damages from any cause whatsoever, at law or by statute, regardless of the form or cause of action, will not exceed the total amount actually paid by you to Quadrat pursuant to this Licence in the six (6) months immediately prior to your damages or loss.

18. Currency: Unless otherwise stated, all dollar amounts referred to in this Agreement are in lawful Canadian currency.

19. Taxes: In addition to the fees payable for the Web Fonts set out elsewhere on this website, you will pay to Quadrat all taxes payable by you pursuant to this Licence.

20. Infringement Indemnity: You will defend and indemnify Quadrat with respect to all damages, costs, fees, judgments and other expenses (including reasonable legal fees and expenses) incurred by Quadrat arising from any breach by you of this Licence, provided that Quadrat must notify you in writing within thirty (30) days of any such claim.

21. Force Majeure: Quadrat will not be liable for any delay or failure to perform under this Licence if such delay or failure is due to any event or situation beyond its reasonable control, including but not limited to war, explosion, fire, flood, earthquake, epidemic, act of civil or military authorities, labour dispute or civil disturbance.

22. Relationship of Parties: You and Quadrat are independent contractors. Nothing in this Licence will be construed to place us in a relationship of principal and agent, employer and employee, partners, associates, affiliates or joint venturers, and neither of us will have the power to obligate or bind the other in any manner whatsoever.

23. Governing Law: This Licence and all matters relating to same will be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of where you reside, work or carry on business, or where the Web Fonts are used, stored or displayed. Any dispute or matter arising from this Licence or your use of the Web Fonts will be determined in the courts of the City of Toronto, Province of Ontario.

24. Severability: If any provision of this Licence is determined to be invalid, void or unenforceable, it will be severed from the remaining agreement. The remaining provisions of this Licence will continue in full force and effect.

25. Waiver: No waiver by either party of any term or provision of this Licence, whether express or implied, will constitute a continuing waiver of such term or provision, or a waiver of any other term of this Agreement.

26. Entire Agreement: This Licence contains the entire agreement between the parties regarding the Web Fonts. No collateral warranty or agreement, or previous agreement of any sort regarding the Web Fonts, whether written or oral, will have any effect whatsoever.

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