

## Pixilate End User License Agreement

By installing and/or purchasing this font(s) you are agreeing to the following legal contract. Please read carefully before installing the font(s). THIS IS A LEGAL CONTRACT.

### 1. Installation

1.1 Permitted Number of Users. This licence allows for the font file(s) to be installed in up to 5 workstations or computers simultaneously. If you wish to install in more than 5 workstations or computers, you must buy another licence. The computers may be connected to any number of printers or output devices.

1.2 Network Servers. The font(s) may also be installed in a network server, as long as the number of workstations connected to the server does not exceed five.

1.3 Remote Locations. For every workstation for which you are licensed, you may also install the font(s) on a portable (laptop) computer and/or a home computer, provided the font(s) are not used on the secondary computer(s) at the same time.

### 2. Copyright

2.1 Ownership. You do not own the font(s), you purchased a licence to use them according to the terms of this agreement. Kemie Guaida and/or Pixilate retain all copyrights and trademarks associated with this font. The font(s) is protected by international copyright law. You may not copy or redistribute the fonts except as specified below.

2.2 Back-up. Backup copies of the font(s) may be made, as long as they are not distributed.

2.3 Service Bureaus. You may provide a copy of the font(s) to your service bureau or commercial printer, with the job files for output, but only under the condition that the font(s) be used exclusively for outputting your files and be destroyed immediately afterwards.

2.4 Embedding. Embedding of the font(s) in documents (e.g. PDF files) is permitted for viewing and printing, but not for editing. Embedding in Macromedia Flash files is permitted. Any other type of embedding which does not allow for the extraction or , copying of the font, or the edition of the document, is allowed. An additional licence needs to be purchased for embedding with editing purposes.

2.5 Transfer. You may not rent, lease, sublicense, distribute, disseminate, give away or lend the font(s) . You may permanently transfer or sell the font licence if the new licence owner agrees with this Licence Agreement and if you permanently destroy all your copies of the fonts.

2.6 Modifications. You may modify the fonts in any way, but the modified font may not be sold, transferred, or otherwise distributed. The newly modified font may only be used in those computers or workstations that already have a licence for the original font.

### 3. Warranties

3.1 Limited Warranty. Pixilate guarantees that the fonts will be in working order, for a 90-day period following your receipt of the fonts. For warranty claims during this period, Pixilate will either replace the fonts or reimburse the license fee.

3.2 Disclaimer of Warranties. Except as stated above (3.1), Pixilate makes no warranties, either expressed or implied, including but not limited to the implied warranties of merchantability, non-infringement of third-party rights, and fitness for a particular purpose. Pixilate and its suppliers do not and cannot warrant that the fonts will meet your requirements, function in an uninterrupted or error-free manner, or that defects will be corrected.

3.3 Limitation of Liability. Pixilate Type will in no event be liable to you for any direct or indirect damages, including any lost profits or lost savings, that arise out of the use, or inability to use, the font(s) , even if a Foundry representative has been informed of the possibility of such damages, or for any claim by a third party. The above limitation may not apply in some jurisdictions.

#### 4. General

4.1 Termination. This EULA terminates automatically without notice from Pixilate should you fail to comply with any of its provisions.

4.2 Use by Employees and Freelancers. It is your responsibility to inform employees, freelancers and any others who have access to the font(s) at your premises, of the terms and conditions of this EULA, and to ensure that they abide by these terms and conditions.

This document can be found at <http://www.pixilate.com/fonts/licence.htm>