TYPESPEC END USER LICENCE AGREEMENTS (EULA)

FOR DESKTOP (A), WEB (B), APP (C) & ePUB USE (D)

QUICK OVERVIEW (please refer to the main section for definitions & full terms):

• Font licences for desktop, web, app & ePub use can all be purchased online at typespec.co.uk for the required number of users/devices, web page views, app or publication titles. Licences cover both personal & commercial usage.

• The desktop font Agreement permits use of the Font Software by a single user on one (1) Device by default unless stated otherwise. If a desktop Licence for more than 1 User/ Device is needed you will need to insert the correct number of licences required in your basket when purchasing. There are no restrictions on the number of geographic locations. Licences for Corporates and larger organizations with more complex requirements can be arranged by contacting Typespec.

• You are not permitted to rent, lease, sub-license, file share, re-sell or re-distribute the Font Software.

• 3rd parties requiring access to the Font Software must purchase their own Licence.

• You are not permitted to modify, convert, edit, add characters, re-name or change the Font Software in any manner whatsoever. This includes using software tools to create webfont formats of the Font Software (EOT, WOFF, SVG, TTF etc). Instead contact Typespec for a quote to cover your custom requirements and/or buy a Webfont Licence.

• You are not permitted to use any element of the Font Software to create derivative work or to use it as a stylistic basis to make a new font.

• You are not permitted to install the Font Software on a web server for use as part of an application, product or software service (e.g. online greetings card services); contact Typespec to arrange a separate Web Server Licence.

• You are not permitted to bundle, include or embed the Font Software in products, software or devices for commercial distribution without the appropriate licence, e.g. games, phones and other software or hardware products; contact Typespec to arrange the appropriate OEM or Application Embedding Licence for this usage.

• You must never share or post Typespec Font Software as downloadable files anywhere on the Internet.

• You are permitted to convert the Font Software into static images, vector outlines, bitmaps and graphic files (e.g. eps, gif, jpg, png, tiff) for use in logos, presentations, documents and web pages. To embed dynamic webfonts using CSS please purchase the relevant webfont licence for your needs.

• You are permitted to embed the Font Software into non-commercial documents (such as PDFs) in Print and Preview format only and subsetted where applicable. If you're looking to embed fonts into commercial electronic documents such as eBooks or magazines that will be sold to customers then you'll need to purchase the relevant ePub licence. Embedding into mobile/digital apps requires an App Licence which can also be purchased in your shopping basket.

A. DESKTOP FONT EULA

Please read this document carefully as it contains important information governing your use of Typespec Font Software. We recommend you keep a copy of this Agreement for future reference.

This End User Licence Agreement ("EULA", "LICENCE" or "AGREEMENT") is a legal agreement between you ("THE LICENSEE" or "YOU") and Typespec Limited ("Typespec") which becomes legally binding when the Licensee either clicks "Accept Licence Agreement" and commences a Font Software download from typespec.co.uk, opens a compressed file sent electronically which contains the Font Software, or opens packaging containing the Font Software supplied on a permanent storage medium such as a CD or DVD.

Once purchased, the Font Software is non-refundable and these terms and conditions are legally binding. If you do not wish to comply and be bound by any term or condition contained in this Agreement you cannot download, access or use the Font Software.

YOU HEREBY AGREE TO THE FOLLOWING:

1. DEFINITIONS

1.1 You ("The Licensee") are bound by this Agreement ("EULA") and you hereby acknowledge that all Use of Font Software (as defined herein) supplied to you by Typespec is governed by this Agreement.

1.2 "Typespec" as used herein shall mean collectively Typespec, its successors and assigns, the Font Software's originating foundry or designer, or any third party ("Supplier") which has licensed to Typespec any or all of the components of the Font Software supplied to you pursuant to this Agreement.

1.3 "Licensee" shall mean the individual, company, corporation, or other organisation subject to this EULA due to their access or Use of Typespec Font Software.

1.4 "Font Software" shall mean software which, when used on an appropriate device or devices, generates typeface and typographic designs, glyphs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs, glyphs and ornaments created by or derived from the Font Software. Font Software includes all authorised upgrades, updates, modifications, copies, expansions, font formats, single typeface styles and weights, complete typeface families, libraries or collections, all related files and any related documentation, and any "Derivative Work" (as defined herein) supplied to you by Typespec.

1.5 "Device" shall mean a static or portable hardware, software or firmware component (e.g. any computer, laptop, tablet, server etc where Font Software might reside) to which an individual is able to give commands (whether by keyboard,

software instruction, programming or otherwise) that are followed by the Font Software, regardless of the locations of the individual, the Device or the Font Software.

1.6 "Licensed Unit" shall mean a standard Licence that permits the Font Software to be used on a single (1) Device within your organisation. If you intend to use the Font Software on more than one Device, you should purchase a "Multi-User/Device Licence" (as defined herein). There are no restrictions on the number of geographic locations.

1.7 "Multi-User/Device Licence" shall mean permitted use of the Font Software on a specifically agreed number of Devices that sufficiently covers current or future anticipated use of the Font Software within your organisation.

1.8 "Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

1.9 "Derivative Work" shall mean binary data based upon or derived from the Font Software (or any portion of the Font Software) in any form in which such binary data may be recast, transformed, or adapted including binary data in any format into which Font Software may be converted.

1.10 "Personal or Internal Business Use" shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. Personal or Internal Business Use shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorised employees, or your authorised agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of this Agreement and shall agree to be bound by it before they can have access to or Use of the Font Software.

1.11 "Commercial Product" shall mean an electronic document or data file created by Use of the Font Software which is offered for distribution to other businesses or the general public as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation: a computer game, an electronic book or magazine distributed for a fee shall be considered as a Commercial Product; a document (for example: a business letter, a ticket for an event, or a receipt etc.) distributed in connection with a commercial transaction in which the consideration is unrelated to such document shall not be considered as a Commercial Product.

1.12 "Intellectual Property Rights" shall mean patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

2. GRANT OF LICENCE & USAGE RIGHTS

2.1 In consideration of the correct and complete license fee paid, you are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) standard Licence to access, use or store the Font Software on a single (1) Device (or the multi-user/device numbers specified at the time of purchase), whether networked or not, only for your own Personal or Internal Business Use, subject to the terms and conditions of this Agreement.

2.2 You have no rights to the Font Software other than as expressly set forth in this Agreement. You agree that Typespec owns all right, title and interest in and to the Font Software, its structure, organisation, code, and related files, including without limitation all intellectual property rights therein such as copyright, design, naming and trademark rights. You agree that the Font Software, its structure, organisation, code, and related files are valuable property of Typespec and that any intentional Use of the Font Software not expressly permitted by this Agreement constitutes infringement of copyright. All rights not expressly granted in this Agreement are expressly reserved to Typespec.

2.3 You may not use the Font Software for any purpose that is not permitted by this standard use Licence subject to the terms and conditions of this Agreement. You agree not to use the Font Software for any other purpose without a separate Licence from Typespec authorising you to do so. Separate Licences covering web, app embedding, corporate or OEM usage are available directly from Typespec.

2.4 Installing the Font Software on a file server for Use on a single local area network ("LAN") requires a Licence covering the appropriate number of desktop Devices (desktop workstations & file servers).

2.5 You may take one (1) copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service bureau solely for the purpose of printing such document but only if the printer or service bureau represents to you that it has purchased or been granted a Licence to use that particular Font Software.

2.6 Font Software may not be installed or Used on a server that can be accessed via the Internet or other external network system or by Devices that are not covered by this standard Device Licence. In this instance contact Typespec to arrange an appropriate Server Licence.

2.7 You may make one (1) back-up copy of the Font Software for archival purposes only. Upon termination of this Agreement, you must destroy the original and any copies of the Font Software.

2.8 You agree to establish reasonable procedures to prevent unauthorised access to and use of the Font Software, trade names and trademarks to comply with the

terms and conditions of this Agreement.

3. MULTI-USER LICENSING

3.1 If you need to use or store the Font Software on more than one (1) Device you will need to purchase the appropriate Multi-User/Device Licence. Please select the most appropriate Licence option at checkout for your needs, or contact Typespec if your requirements exceed the list of available purchase options.

3.2 When determining the number of Devices to be licensed, you must include all Devices that might have access to or might store the Font Software at any point in time. The number must include concurrent and non concurrent use. If the Font Software is stored on a server that is attached to a Local Area Network (LAN) or a Wide Area Network (WAN), every Device and server that has access to the Font Software or stores the Font Software must be included in the Multi-User/Device Licence number to ensure that every Device and server is properly licensed.

3.3 You should review the number of Devices that have access to the Font Software on a regular basis to ensure that your Multi-User/Device Licence continues to provide a sufficient level of cover. For the purpose of determining the proper number of Devices for which a Multi-User/Device Licence is needed, the following example is supplied for illustration purposes only: if there are one hundred (100) Devices (including servers) connected together as part of a network, with no more than fifteen (15) Devices or servers ever using or storing the Font Software concurrently, but the Font Software will be accessed or used on up to fifty (50) different Devices (including servers) at various points in time, a Multi-User/Device Licence must be obtained for fifty (50) Devices.

4. EMBEDDING RIGHTS

4.1 Portable Document Format ("PDF");
You may embed the Font Software into PDF files provided that "subsetting" is employed to minimise as far as possible the number of Font Software characters being embedded. PDF files containing embedded Font Software should be secured as "read only" or configured so that they cannot be edited, altered, enhanced or modified in any way or by any person other than an authorised user and in accordance with this Agreement. You may electronically distribute PDFs containing such embedded Font Software, provided they are not part of a Commercial Product and they are distributed in a secure format that prevents the Font Software from being extracted for any other purpose. Editable embedding or embedding in a Commercial PDF Product requires a separate Licence, contact Typespec for details.

4.2 Other Electronic Office Documents;
You may embed the Font Software, format permitting, into other electronic office documents (such as, but not limited to, MS Word & MS Powerpoint files) in Print & Preview format only. Editable embedding requires a separate Licence, contact

Typespec for details.

4.3 Static Graphic images;
You are permitted to create outlines of the Font Software in a vector based software program, and/or bitmaps, static images and graphic files containing the Font Software (such as but not limited to eps, gif, jpeg, png, tiff) and embed or place these static rasterized representations of the Font Software into PDFs, internet web pages and other documents for Personal or Business Use.

4.4 Flash files;
You may embed the Font Software into Flash files provided that "subsetting" is employed to minimise as far as possible the number of Font Software characters being embedded. All Flash files must be static, not dynamic, and have the "Protect from Import" preference enabled.

4.5 Web & App Embedding;
A separate Web Embedding Licence is required for the purpose of embedding the Font Software into internet web pages via CSS files employing the @font-face rule or in conjunction with other permitted web embedding technologies. Similarly, an App Licence is required for the purpose of embedding the Font Software into digital apps developed for mobile and tablet use.

4.6 Other Commercial Products;
You are not permitted to bundle, include or embed the Font Software in products, software or devices for commercial distribution, e.g. games, electronic books and magazines, software apps, phones and other software or hardware products without the appropriate Licence; contact Typespec to arrange the relevant Embedding / OEM Licence for this usage.

5. MODIFICATION RESTRICTIONS

5.1 You may not alter the Font Software for the purpose of adding any functionality which such Font Software did not have when downloaded from typespec.co.uk or delivered to you by Typespec. You are not permitted to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, rename, remove copyright information, attempt to discover the source code of the Font Software or convert the Font Software to a different format.

5.2 You are not permitted to create Derivative Work from Font Software or any part thereof and you are not permitted to use the Font Software in connection with any software or hardware which might create Derivative Work. The Font Software (or any representation of the Font Software) shall not be used as the basis to create another font or to create a new font that is stylistically derivative or similar.

5.3 If the Font Software contains embedding bits that limit the capabilities of the Font Software, you are not permitted to change or alter these embedding bits. The Font Software may not be used to create or distribute any electronic document in which any part of the Font Software is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document.

5.4 You are not permitted to modify the trademark name, the font name, trade name, licence conditions, any identifying tags or any other part of the Font Software. Any modifications that are not produced by Typespec invalidate all warranties and support granted with this Agreement and are deemed to be a breach of this Agreement. The Font Software and all modifications or derivatives of the Font Software shall remain, now and in the future, the exclusive property of Typespec.

5.5 You are not permitted to use the Font Software, or any component of the Font Software, for or as a basis for your own software development. You may not merge the Font Software with or into other software programs. However, this may be permissible in certain circumstances and if so a separate Licence Agreement would be required. Please contact Typespec for details.

6. OWNERSHIP, INTELLECTUAL PROPERTY AND TRADEMARKS

6.1 Font Software purchased under this Agreement is the sole property of Typespec. The structure, organisation, and the code of the Font Software are trade secrets of Typespec and you agree to treat them as such. All intellectual property, trade names and trademarks related to the Font Software are the sole property of Typespec whether registered or not which may subsist in any part of the world. This Agreement does not grant you any ownership of the Font Software or ownership of any intellectual property rights.

6.2 The use of any trade name or trademark permitted by this Agreement does not give you any rights to ownership of that trade name or trademark and all use of any trademark shall inure to the sole benefit of Typespec. All trademarks shall be used in accordance with accepted trademark practice and include identification of the trademark owner. You may not change any trademark or trade name designation for the Font Software.

6.3 You acknowledge that the Font Software is protected by the copyright, design and other intellectual property laws of England, by the copyright and design laws of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to this Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.

7. ASSIGNMENT

7.1 You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any part or copy thereof, except as expressly provided herein. You may permanently transfer all of your rights to use the Font Software to another person or legal entity provided that: the transferee accepts and agrees to be bound

by and comply with all the terms and conditions of this Agreement; you transfer this Agreement together with any associated documentation and the original and all copies of the Font Software; you destroy all copies of the Font Software (including all copies stored in the memory of any hardware device); you agree not to retain any copies of the Font Software in whole or part and you agree to inform Typespec in writing of the transfer with details of the transferee.

8. TERMINATION

8.1 Typespec may terminate this Agreement with immediate effect and without notice if you fail to comply with any and all of its terms and conditions. Typespec at its sole discretion may notify you of such breach and offer you the opportunity to rectify the breach within a given time frame.

8.2 This Agreement will automatically terminate if you become insolvent, are subject to an administration order, subject to winding up procedures or have a liquidator, administrator or insolvency practitioner appointed over all or a substantial part of your assets or enter into a Creditors Voluntary Arrangement (CVA).

8.3 Upon termination, all rights under this Agreement will cease and you agree to return the original Font Software, all copies and any associated documentation to Typespec and agree to provide written assurance that no copies of the Font Software have been retained.

9. DISCLAIMER AND LIMITED WARRANTY

9.1 Typespec warrants to you that the Font Software will be free from material defects and under normal use and circumstances appear and perform substantially in accordance with its documentation for a ninety (90) day period following download or delivery of the Font Software. To make a warranty claim, you must return the Font Software along with a copy of your sales receipt or online transaction details within the ninety (90) day warranty period. If the Font Software does not perform substantially in accordance with its documentation, the entire cumulative liability and remedy shall be limited to either the replacement of the Font Software or the refund of the fee you paid for the Font Software.

9.2 TYPESPEC DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE SUPPLIED UNDER THIS AGREEMENT. THE FOREGOING (9.1) STATES THE SOLE AND EXCLUSIVE REMEDIES FOR TYPESPEC'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, TYPESPEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL TYPESPEC BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES OR LOST SAVINGS EVEN IF TYPESPEC OR A

TYPESPEC DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF TYPESPEC OR A TYPESPEC DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Typespec shall have no responsibility in the event of any claim resulting from accident, fire, theft, negligence, abuse or misapplication of the Font software. Claims for compensation for idle time, loss of production, waste of material or any other indirect damage claim are explicitly excluded. Typespec does not assume any liability for any loss or damage relating to this Agreement.

9.4 Typespec does not warrant that the Font Software will be free from viruses, bugs or Trojan horses and you are advised and encouraged to check all Font Software carefully before installation and distribution on internal networks.

9.5 Typespec does not warrant that Use of any Font Software supplied under this Agreement will be uninterrupted or error free.

9.6 Typespec does not warrant that any Font Software supplied under this Agreement will conform, operate or perform with any future operating system or application software. Expected compatibility is limited to current, popular operating system and application software programs only (at the publishing date of this Agreement) but this is not a guarantee that the Font Software will operate with such current operating system and application software programs.

10. OTHER CONDITIONS

10.1 You have the rights expressly set forth in this Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of England and other jurisdictions. All rights reserved.

10.2 This Agreement may only be modified in writing signed by an authorised officer of Typespec.

10.3 Any verbal agreements are only binding upon Typespec if they have been acknowledged and confirmed in writing by Typespec.

10.4 In the event that any provision or part provision of this Agreement is found by any competent authority or court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain valid and fully enforceable. Any invalid or unenforceable provision may be replaced by a new provision that is permitted by law and that preserves as far as possible the intended economic purpose of the original provision.

10.5 You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export laws, restrictions or regulations.

10.6 You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms and conditions of this Agreement.

10.7 This Agreement may be enforced by Typespec or by a Typespec authorised distributor.

10.8 This Agreement shall be governed and enforced by the Laws of England. The place of jurisdiction will be England and the parties hereto submit to the exclusive jurisdiction of the English courts for dealing with any matter arising hereunder. This agreement will not be governed by the UN Convention of Contracts for the International Sale of Goods, the application of which is excluded.

B. WEB FONT EULA

YOU HEREBY AGREE TO THE FOLLOWING:

1. DEFINITIONS

1.1 You are bound by this Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by Typespec is governed by this Agreement.

1.2 "Typespec" as used herein shall mean collectively Typespec, its successors and assigns, the Font Software's originating foundry or designer, or any third party ("Supplier") which has licensed to Typespec any or all of the components of the Font Software supplied to you pursuant to this Agreement.

1.3 "Font Software" as used herein shall mean Web Font software provided by Typespec which, when placed on a Server, enables you to reference, embed or Use such Font Software and to display renderings of such Font Software as part of your web pages and web-based documents. Font Software shall include all representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes (but is not limited to) upgrades, updates, permitted modifications, permitted copies, expansions, all formats, any "Derivative Work" (as defined herein) supplied to you from Typespec, all related files and related documentation.

1.4 "Web Font" as used herein shall mean any Font Software provided by Typespec that is to be embedded into your Web Site using CSS @font-face technology.

1.5 "End-User" as used herein shall mean any individual who is able to view your web pages and web-based documents, either over an internal network or over the Internet.

1.6 "Server" as used herein shall mean a computer which hosts your Web Site (as defined herein) and which makes services, such as access to data files, information and programs (including your web pages and web-based documents) available to End-Users on an internal network or over the Internet.

1.7 "Web Site" as used herein shall mean the website or websites identified by You at the time of licensing that will incorporate the Font Software.

1.8 "Use" of the Font Software shall occur when an individual is able to view Font Software on your Web Site, print pages or documents containing Font Software or download documents containing Font Software.

1.9 "Derivative Work" shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

1.10 "Personal or Internal Business Use" shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. Personal or Internal Business Use shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorised employees, or your authorised agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of this Agreement and shall agree to be bound by it before they can have access to or Use of the Font Software.

1.11 "Commercial Product" as used herein shall mean an electronic document or data file created by Use of the Font Software which is offered for distribution to other businesses or the general public (or to some subset thereof) as a commercial product in exchange for a separate fee.

1.12 "Pageviews" shall mean the average monthly traffic figure for the Web Site as determined by the number of pages served, not the number of individual visitors.

2. GRANT OF LICENCE AND SCOPE OF USAGE RIGHTS
2.1 In return for the one-off Licence fee paid, you are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) Web Font Licence to access, Use and embed the Font Software in Web Sites owned or controlled by You, to create web pages and web based documents that utilise the Font Software subject to the terms and conditions of this Agreement.
2.2 The number of permitted monthly pageviews for the Web Site must not exceed the total number licensed at the time of order. If traffic on the Web Site regularly exceeds the licensed total You agree to purchase the appropriate licence extension to cover the additional monthly pageviews.

2.3 You shall ensure that the Font Software can only be used on the Web Site it is

licensed for. Any language variants and/or sub-domains of the principal Web Site are covered by the Agreement provided the combined monthly pageview total does not exceed the licensed figure.

2.4 You have no rights to the Font Software other than as expressly set forth in this Agreement. The Font Software has been licensed to you, not sold.

2.5 You agree that Typespec owns all right, title and interest in and to the Font Software, its structure, organisation, code, and related files, including all property rights therein such as copyright, design and trademark rights. You agree that the Font Software, its structure, organisation, code, and related files are valuable property of Typespec and that any intentional Use of the Font Software not expressly permitted by this Agreement constitutes a theft of valuable property. All rights not expressly granted in this Agreement are expressly reserved to Typespec.

2.6 You may not use the Font Software for any purpose that is not permitted by this Web Font Licence subject to the terms and conditions of this Agreement. You agree not to use the Font Software for any other purpose without a separate Licence from Typespec authorising you to do so.

2.7 You may make back-up copies of the Font Software solely as part of any Web Site or Server back-up procedure and you shall ensure that you retain exclusive custody and control over such copies at all times. Upon termination of this Agreement, you must destroy all copies of the Font Software.

2.8 You agree to establish reasonable procedures to restrict access to and Use of the Font Software, trade names and trademarks to comply with the terms and conditions of this Agreement. The Font Software should be adequately protected by You to prevent unauthorised use, copying or referencing by other non-licensed users or Web Sites.

3. OTHER RESTRICTIONS
3.1 You are not permitted to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, rename, remove copyright information, attempt to discover the source code of Font Software or convert Font Software to a different format. You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by Typespec.

3.2 You are not permitted to create Derivative Work from Font Software or any part thereof and you are not permitted to use Font Software in connection with any software or hardware which might create Derivative Work. Font Software (or any representation of the Font Software) shall not be used as the basis to create another font or to create a new font that is stylistically derivative or similar.

3.3 Font Software may not be used to create or distribute any electronic document, application or Commercial Product in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document or permits the receipient to extract any component of the Font software.

3.4 You are not permitted to modify the trademark name, the font name, trade name, Licence conditions, any identifying tags or any other part of the Font Software. Any modifications that are not produced by Typespec invalidate all warranties and support granted with this Agreement and are deemed to be a breach of this Agreement. Font Software and all modifications (howeverso created) or derivatives of the Font Software shall remain, now and in the future, the exclusive property of Typespec and/or its Suppliers.

3.5 You are not permitted to use Font Software, or any component of the Font Software, for or as a basis for your own software development. You may not merge the Font Software with or into other software programs. However, this may be permissible in certain circumstances and if so a separate Licence agreement would be required that is subject to an additional charge. Please contact Typespec for details.

4. OWNERSHIP, INTELLECTUAL PROPERTY AND TRADEMARKS

4.1 Font Software licensed under this Agreement is the sole property of Typespec and/or its Suppliers. The structure, organisation, and the code of the Font Software are trade secrets of Typespec and/or its Suppliers and you agree to treat them as such. All intellectual property, trade names and trademarks related to Font Software are the sole property of Typespec and/or its Suppliers whether registered or not which may subsist in any part of the world. This Agreement does not grant you any ownership of Font Software or ownership of any intellectual property rights.

4.2 The use of any trade name or trademark permitted by this Agreement does not give you any rights to ownership of that trade name or trademark and all use of any trademark shall inure to the sole benefit of Typespec and/or its Suppliers. All trademarks shall be used in accordance with accepted trademark practice and include identification of the trademark owner. You may not change any trademark or trade name designation for the Font Software.

4.3 You acknowledge that Font Software is protected by the copyright, design and other intellectual property laws of England, by the copyright and design laws of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to this Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.

5. ASSIGNMENT

You may not rent, lease, sublicence, sell, give, lend, or further distribute the Font Software, or any part or copy thereof, except as expressly provided herein. You may permanently transfer all of your rights to use the Font Software to another person or legal entity provided that: the transferee accepts and agrees to be bound by and comply with all the terms and conditions of this Agreement; you transfer this Agreement together with any associated documentation and the original and all

copies of the Font Software; you destroy all copies of the Font Software (including all copies stored in the memory of any device); you agree not to retain any copies of the Font Software in whole or part and you agree to inform Typespec in writing of the transfer with details of the transferee.

6. TERMINATION

6.1 Typespec may terminate this Agreement with immediate effect and without notice if you or any other person to whom you have given permission to Use the Font Software, fail to comply with any and all of its terms and conditions. Typespec at its sole discretion may notify you of such breach and offer you the opportunity to rectify the breach within a given time frame.

6.2 This Agreement will automatically terminate if you become insolvent, are subject to an administration order, subject to winding up procedures or have a liquidator, administrator or insolvency practitioner appointed over all or a substantial part of your assets or enter into a Creditors Voluntary Arrangement (CVA).

6.3 Upon termination, all rights under this Agreement will cease and you agree to delete the Font Software, all copies and any associated documentation, and agree to provide written assurance that no copies of the Font Software have been retained.

7. DISCLAIMER AND LIMITED WARRANTY

7.1 Typespec and its Suppliers warrants to you that the Font Software will be free from material defects and under normal use and circumstances appear and perform substantially in accordance with its documentation for a ninety (90) day period following delivery of the Font Software. If the Font Software does not perform substantially in accordance with its documentation, the entire, exclusive and cumulative liability and remedy shall be limited to either (at Typespec's option) the replacement of the Font Software or the refund of the licence fee you paid for the Font Software.

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8.3 Any verbal agreements are only binding upon Typespec if they have been acknowledged and confirmed in writing by Typespec.

8.4 In the event that any provision or part provision of this Agreement is found by any competent authority or court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain valid and fully enforceable. Any invalid or unenforceable provision may be replaced by a new provision that is permitted by law and that preserves as far as possible the intended economic purpose of the original provision.

8.5 You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms and conditions of this Agreement.

8.6 This Agreement may be enforced by Typespec or by an authorised distributor acting on behalf of Typespec.

8.7 This Agreement shall be construed, governed and enforced by the Laws of England. The place of jurisdiction will be England and the parties hereto submit to

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C. DIGITAL APP EULA

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6.3 Upon termination, all rights under this Agreement will cease and you agree to return the original Font Software, all copies and any associated documentation to Typespec and agree to provide written assurance that no copies of the Font Software have been retained.

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9.5 You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export laws, restrictions or regulations.

9.6 You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms and conditions of this Agreement.

9.7 This Agreement may be enforced by Typespec or by an authorised distributor or retailer acting on behalf of Typespec.

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D. EPUB EULA

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