ANIMOGRAPHY.

ANIMOGRAPHY END USER LICENSE AGREEMENT

Preamble

We recommend that you print this Font Software End User License Agreement for further reference. This license agreement covers your use of Animography Animated Typefaces for Adobe After Effects, the source file together with any other documentation, updates, upgrades and expansions, hereinafter referred to as "Animated Typeface". When you purchase an Animated Typeface from Animography, you are purchasing the right to use the Animated Typeface under a particular set of conditions. If you refuse to accept the contractual obligation through this license agreement, you are not permitted to access, use or download the Animated Typeface. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of the Animated Typeface, and the rights Animography reserves. Once you accept these terms of agreement and/or download and/or install and/or use the Animated Typeface, you are confirming you understand and agree to the terms of this agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this agreement. Upon payment in full, Animograpy provides to you a non-exclusive, non-transferable license to use the Animated Typeface under the following terms and conditions. The Animated Typeface is designed for use with Adobe After Effects, published by Adobe. Licensee needs a working version of Adobe After Effects (at least version CS5 or higher) on his workstation to be able to use the Animated Typeface. If you use the Animated Typeface as a static version you don't need a working version of Adobe After Effects. "You", "Your" and the "Licensee" are defined as and refer to a customer who has purchased a license to use the Animated Typeface. If you are purchasing this license on behalf of your employer, the terms and conditions recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, you will no longer be entitled to use the Animated Typeface, but your employer will continue to be the license holder. If you are purchasing this license for your own use and will be using the Animated Typeface on behalf of a third party or employer who will retain the Animated Typeface, the third party and/or your employer must purchase their own license. An End User is not defined as a distributor, reseller, dealer, sublicensee, or other wholesale buyer, etc. An Animated Typeface may not be distributed and/or sold to third parties.

You hereby agree to the following:

- 1. You are bound by the Agreement and you acknowledge that all use of the Animated Typeface supplied to you by Animograpy is governed by this Agreement.
- 2. The Animated Typeface and documentation underlying this licence agreement is and shall remain the intellectual property of Animography and/or the Designer of the Animated Typeface and is protected by Dutch and international Copyright law and other intellectual and industrial property laws and international treaties.
- 3. Upon full payment of the agreed-upon usage fee, Animography grants the licensee the non-exclusive, non-transferable right to simultaneously use or store the Animated Typeface for the use on a maximum of three (3) computers (workstations) at one single geographical location stipulated by the licensee. You are permitted to make one (1) backup copy.
- 4. Embedding of the Animated Typeface into new electronic documents or Internet pages is only permitted under the absolute assurance that the recipient cannot use the Animated Typeface to edit or create a new document. It must be ensured that the Animated Typeface cannot be fully or partially extracted from said documents.

- 5. Except as permitted herein, you may not modify, convert, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Animated Typeface, or the source file of the Animated Typeface, or the design of the Animated Typeface embodied therein.
- 6. The Animated Typeface or documentation may not be sublicensed, sold, leased, rented, lent, or given away to another person or entity. You may not place the Animated Typeface online, or post or otherwise allow access to the Animated Typeface via any online service, computer, workstation, server, or network, unless all users that have access to the Animated Typeface have a valid license from Animography.
- 7. The Animated Typeface may be returned or exchanged only if defective. Defective software will be replaced when accompanied by a valid sales receipt and Animography is notified within seven (7) days of purchase. The licensee is not entitled to a refund of the purchase.
- 8. You agree that any derivative works created by you from the Animated Typeface, including, but not limited to, software, EPS files, other electronic works, and/or embedded works, are considered derivative works under both Dutch and other national laws and use of any derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Animography. Animography shall not be responsible for unauthorized, modified and/or regenerated software or derivative works.
- 9. Any breach of the terms of this Agreement shall be cause for termination without notice. If the licensee or one of the licensee's employees breaches the agreed-upon license and right of use and/or property rights of Animography, Animography has the right to terminate the license and right of use, with termination taking immediate effect. Animography reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.). In the event of termination, the licensee is obligated to delete and return to Animography the original Animated Typeface affected by and pertaining to the termination, including documentation.
- 10. Animography does not warrant the performance or results you may obtain by using the Animated Typeface. The foregoing states the sole and exlusieve remedies for Animagraphy's breach of warranty. Except for the foregoing limited warranty, Animography makes no representations or warranties express or implies, as non-infringement of third party rights, merchantability, or fitness for any particular purpose. Animography shall in no event be liable to the licensed user or any other third party for any direct, indirect, consequent or incidental damages, including damages caused by a virus or damages from loss of business profits, business interruption, loss of business information, arising out of the use or inability to use the product even if notified in advance. Under no circumstances shall Animography's liability exceed the replacement cost of the software. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.
- 11. Any and all disputes arising from, or in connection with this contract are exclusively subject to the law of The Netherlands. The rights and obligations of the parties arising from this contract are based on Dutch law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Amsterdam, The Netherlands.

- 12. The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law.
- 13. Animography expressly reserves the right to amend or modify subsequent versions of this License Agreement at any time and without prior notification.
- 14. You have separately agreed to Animography standard Terms which include provisions relating to governing law and jurisdiction, payment and guarantee. In the case of a conflict between the Terms and this Agreement, this Agreement shall control.
- 15. Animography thanks you for reading this far and taking the time to understand this License Agreement. And above all, downloading and using the Animated Typeface.
- 16. For your personal License Agreement request, please send an email to: hello@animography.com