

Appendix A

1. Allowed uses

You may use the licensed Font Software to create images on any surface such as computer screens, paper, web pages, photographs, movie credits, printed material, T-shirts, and other surfaces where the image is a fixed size. You may use the licensed Font Software to create EPS files or other scalable drawings provided that such files are only used by the household or company licensing the Font Software.

2. Number of users

The maximum number of simultaneous users is specified in the applicable receipt. All users must belong to the same company or household purchasing the Font Software.

3. Third parties

You may provide the Font Software to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the Font Software exclusively for your work, agree to the terms of this license, and retain no copies of the Font Software on completion of the work. You may not provide the Font Software or make it accessible to any other third parties.

4. Embedding

4.a. Electronic Document Embedding - You may embed the licensed Font Software into any document you send to third parties. Such documents may be viewed and printed (but not edited) by the recipients.

4b. Web Embedding - You may embed the licensed Font Software into a web site via the following mechanisms:

4.b.I. Dynamic text in Flash - No additional license is required. Security: you must take care of the highest level of protection of the embedded Font Software. 4.b.II. Embedded using sIFR (Scalable Inman Flash Replacement) - No additional license is required. Security: you must take care of the highest level of protection of the embedded Font Software.

4.b.III. Cufon - No additional license is required. Security: you MUST restrict usage (via the Security setting) to one SINGLE domain. You may not reduce the Units Per Em (UPM) quality of the fonts generated by Cufon below 360 UPM.

4.b.IV. Direct Linking or Embedded OpenType Files with the @font-face CSS property (ONLY for FREE fonts) - If the font is a free font (\$0.00 license fee), you may use this Font Software for Font-Face embedding, but only if you put a link to www.exljbris.nl on your page and/or put this notice /* A font by Jos Buivenga (exljbris) -> www.exljbris.com */ in your CSS file as near as possible to the piece of code that declares the Font-Face embedding of this font.

4.c. Hardware and Software Embedding - You may not under any circumstances embed the licensed Font Software into software or hardware products in which the fonts will be used by the purchasers of such products. Such use requires a different license. Please contact exljbris Font Foundry for further information.

5. Modifications You may import characters from the Font Software as graphical objects into a drawing program and modify such graphical objects. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed Font Software itself without exljbris Font Foundry's prior written consent.

6. Copyright The Font Software and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to exljbris Font Foundry. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of exljbris Font Foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

7. Limited Warranty

exljbris Font Foundry warrants you that the Font Software will perform substantially in accordance with the Documentation for the thirty (30) day period following your receipt. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such thirty (30) day period. If the Font Software doesn't perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at exljbris Font Foundry's option the replacement of the Font Software, or the refund of the license fee you paid for the Font Software.

exljbris Font Foundry does not and cannot warrant the performance or results you may obtain by using the Font Software. The foregoing states the sole and exclusive remedies for exljbris Font Foundry's breach or warranty. Except for the foregoing limited warranty, exljbris Font Foundry makes no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will exljbris Font Foundry be liable to you for any consequential, incidental or special damages, including any lost profits, business interruption, loss of business information, lost data or lost savings. Even if an exljbris Font Foundry representative has been advised of the possibility of such damages, or for any claim against you by any third party.

You agree to indemnify and hold exljbris Font Foundry harmless from and against any claims or damage which may result from your breach of this License Agreement.

8. Term

The license is effective until terminated. exljbris Font Foundry has the right to terminate your license immediately if you fail to comply with any terms of this

Agreement. In addition, exljbris Font Foundry reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the Font Software and related documentation and cease all use of the Trademarks.

9. Governing Law

This agreement will be governed by the laws in force in the Netherlands.