

END-USER FONT SOFTWARE LICENSE AGREEMENT

Please read this agreement carefully! By installing House Industries font software, you are agreeing to the terms of this license. House Industries fonts and artwork are licensed for use on 10 rasterizing devices owned by the same entity or individual. A device may be, but is not limited to, a printer, rasterizer, video display terminal, CPU, workstation or any device where the font software is rasterized or display of the House Industries Font is generated from font software outlines. If your configuration exceeds this format, you must call House Industries at 302-234-2356 to expand your site license. If you do not agree to the terms of this software license, please return the software envelope unopened to:

HOUSE INDUSTRIES 1145 YORKLYN ROAD P.O. BOX 166 YORKLYN, DELAWARE 19736-0166

- 1. Each House Industries font is licensed for use on 10 rasterizing devices owned by the same entity or individual.
- 2. A multi-device site license upgrade must be purchased for multiple device use according to a multi-device license schedule available at www.houseind.com/license or in Paragraph 11 of this license. Each location and/or entity must purchase a separate license, starting with the first device. An output device is any printer, such as a Linotronic rasterizer, laser printer, dot-matrix printer, direct to plate imaging device any video display terminal or any other device where display is generated from the font software outlines, such as with the use of Adobe Type Manager or native TrueType rasterizer if the font is to be used primarily for display terminals that generate the output, as in a multimedia CD.
- 3. If you are an advertising agency, acting on behalf of an advertising agency or otherwise acting in a similar capacity or for the benefit of a third party, the purchase of a license for your client is *required* and depending upon the scope of the intended use, a further license upgrade and/or the purchase of a special license may be required.
- 4. House Industries font software may not be copied or duplicated in any form except for a single copy solely for backup purposes. House Industries font software or documentation may not be resold, rented, leased, sublicensed or lent to another person or entity.
- 5. House Industries font software may not be returned or exchanged unless defective. Defective software shall be replaced by the same software if accompanied with purchase receipt and seller is notified within one week of purchase.
- 6. Any software, EPS file, illustration, or anything derived from House Industries font software must be used according to the original licensing terms. This means, for example, that any modified House Industries font, or any outline information derived from any House Industries font is still licensed for the same number of devices as the original and may not be sublicensed, given away, or sold without written permission from House Industries. House Industries is responsible for technical support of its officially distributed fonts only. House Industries is not responsible for modified and/or regenerated software. A special license is required to use the House Font Software in logo design, with or in electronic books or games, goods for sale, retail packaging, signage or alphabet products such as scrapbook products or software, adhesive or rub on lettering, game playing or gaming devices irrespective of whether the Font Software

itself is embedded into the device or if it is merely the designs of the Fonts embodied in the Font Software that are displayed. The terms of this Agreement are contractual in nature and not mere recitations.

- 7. This license does not permit any form of embedding or encrypting of House Industries font software in digital documents or any other form. If embedding of House Industries fonts is desired, the user must purchase an additional license from House Industries based upon usage. If an embedding license is desired, licensee must represent and warrant that licensee's encryption of the embedded House Industries font software is secure enough to prevent access or use by anyone using the software in which the font data is embedded.
- 8. The user of this House Industries font software agrees to credit House Industries as the trademark and copyright owner of the House Industries fonts and list the font names, wherever and whenever design, production, or any other credits are shown.
- 9. Any violation by licensee of this agreement shall cause this license to be terminated. In the event of termination, and without limiting any remedies, you must immediately return the font software to House Industries and certify that *no copies remain in your possession or exist on the originally licensed site*.
- 10. House Industries makes no warranties express or implied as to merchantability, fitness for a particular purpose, or otherwise. Without limiting the aforementioned, House Industries shall in no event be liable for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use the product. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. Some states do not permit the exclusion of implied warranties, and you may have other rights which may vary from state to state. HOUSE INDUSTRIES AND ITS SUBSIDIAR-IES AND AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCI-DENTAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE FONT SOFT WARE. Some jurisdictions do not allow the exclusions of limitations related to purchases by consumers. To the greatest extent permitted by law, any implied warranties or exclusions not effectively excluded by this License are limited to ninety (90) days. House Industries reserves the right to decline to license House Industries Font Software to any Licensee at House Industries' sole discretion. At the sole discretion of House Industries, House Industries Font Software may be discontinued or be replaced with an alternative at any time without prior notice and any rights granted to use House Industries Font Software may be revoked, and you, your employer and/or your client if applicable, agree not to use House Industries Font Software in the future.

11. MULTI-DEVICE LICENSE UPGRADE SCHEDULE

The basic House Industries software license permits the use of the Font Software on a maximum of ten rasterizing devices owned by the same entity or individual. Device upgrades are sold in blocks of five and the cost increases are multiples of the Base Price Licensing Fee and are calculated according the following formula:

1-10 DEVICES: BASE PRICE
11-15 DEVICES: BASE PRICE X 1.75
16-20 DEVICES: BASE PRICE X 2
21-25 DEVICES: BASE PRICE X 2.4
26-30 DEVICES: BASE PRICE X 2.9
31-35 DEVICES: BASE PRICE X 3.4
36-40 DEVICES: BASE PRICE X 4.3
41-45 DEVICES: BASE PRICE X 4.7
51-55 DEVICES: BASE PRICE X 5.2

56-60 DEVICES: BASE PRICE X 5.6
61-65 DEVICES: BASE PRICE X 6.1
66-70 DEVICES: BASE PRICE X 6.5
71-75 DEVICES: BASE PRICE X 6.9
76-80 DEVICES: BASE PRICE X 7.4
81-85 DEVICES: BASE PRICE X 7.8
86-90 DEVICES: BASE PRICE X 8.3
91-95 DEVICES: BASE PRICE X 8.7
96-100 DEVICES: BASE PRICE X 9.2
100 DEVICES & UP: quoted individually