



FRERE-JONES TYPE WEB FONT END USER LICENSE AGREEMENT

Please read this Agreement carefully. We recommend that you print a copy for future reference.

This Web Font End User License Agreement (“License” or “Agreement”) is a legally binding contract between Frere-Jones Type LLC (“Frere-Jones Type”) and you, or the company, organization or other legal entity that you represent (“Licensee”).

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1. Definitions

“Font Software” means the font software identified on your Order Confirmation and the typeface designs rendered by that font software when used on an appropriate device, including but not limited to all bitmap representations of the typeface designs. Font Software also includes any related data and documentation, and any upgrades or updates Frere-Jones Type may provide to you in the future.

“Domain” means the host name of a Website’s home page.

“Page View” means each request to view a single page of your Website that references the Font Software via the CSS @font-face mechanism. Page Views must be recorded by a commonly accepted tracking system.

“Website” means a collection of related web pages organized under a single Domain, including sub-domains.

2. Grant of License

Upon payment in full of the non-refundable license fee, Frere-Jones Type grants you a non-exclusive, non-transferable, revocable license to use the Font Software, subject to all of the terms and conditions of this Agreement. You are granted only the rights expressly stated in this Agreement, and use of the Font Software in any other manner is strictly prohibited.

3. Permitted Uses

This License permits you to use the Font Software in the following ways:

3.1 You May Use the Font Software on the Specified Domain

You may use the Font Software to style text on your Website using the CSS @font-face mechanism for the Domain specified on your Order Confirmation. You must own the specified Domain and

control the content of the Website. You may add additional Domains to your License by obtaining a license upgrade from Frere-Jones Type for an additional fee.

3.2 Your License Permits a Maximum Number of Page Views Per Month

The Font Software is licensed for the maximum number of Page Views per month specified on your Order Confirmation. If the monthly traffic of your Website exceeds the maximum number of Page Views per month for 3 consecutive months, you must obtain a license upgrade from Frere-Jones Type covering all Page Views for an additional fee. You agree to provide written copies of your average Page View reporting statistics upon request by Frere-Jones Type.

3.3 Third Party Hosting by Typekit is Permitted

You may self-host the Font Software or you may choose to have Typekit host and serve the Font Software. Use of any other third party hosting service requires the prior written consent of Frere-Jones Type. You expressly agree that the terms and conditions of this License shall govern all uses of the Font Software, irrespective of any conflicting terms set forth by any third party host of the Font Software.

3.4 One Back-up Copy Is Permitted

You may make a single back-up copy of the Font Software for archival purposes only. You must keep any such back-up copy secure and retain exclusive custody and control over such back-up copy.

3.5 Third-Party Developers

You may provide a copy of the Font Software to a third party website developer who is working on your behalf, for the sole purpose of styling text on your Website, only if the website developer agrees in writing to observe the terms of this Agreement and delete all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the website developer must first obtain an appropriate license from Frere-Jones Type.

4. Restrictions on Use

You are granted only the rights expressly stated in this Agreement, and use of the Font Software in any other manner is strictly prohibited. Without limiting the foregoing, your use of the Font Software is subject to the following restrictions:

4.1 Web Use Only

You may not use the Font Software for any purpose other than styling text on your Website using the CSS @font-face mechanism. This includes, but is not limited to, installing or using the Font Software on a desktop or portable computer, or embedding or otherwise incorporating the Font Software or the typeface designs rendered by the Font Software in any electronic documents, applications, software, hardware, devices or in any other form not expressly permitted by this Agreement. If you wish to use the Font Software in a manner not permitted by this License, a separate license must be obtained from Frere-Jones Type for an additional fee.

4.2 No Other Technologies

You may not use the Font Software with any technologies other than the CSS @font-face mechanism, including but not limited to sIFR, Cufón or Typeface.js.

4.3 Restrictions on Editable Use of the Font Software

The use of the Font Software for web forms is permitted. However, any other editable use of the Font Software, such as in templates or for use in the creation of customizable designs or products, is prohibited. If you wish to use the Font Software for such purposes, a separate license must be obtained from Frere-Jones Type for an additional fee.

4.4 Distribution of the Font Software is Prohibited

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Under no circumstances may you, nor may you cause any third party to, modify, alter, translate, convert or otherwise change the Font Software in any manner whatsoever, including converting the Font Software into a different font format or using any tool or service to subset or otherwise modify the Font Software. You further agree not to, nor cause any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software.

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8. Indemnity

You agree to indemnify and hold Frere-Jones Type harmless from and against all claims, damage, losses and expenses of any kind (including reasonable legal fees and costs) that may result from your use of the Font Software or your breach of this Agreement.

9. Termination of Your License

This License is effective until terminated. Frere-Jones Type has the right to terminate your License immediately and without notice if you breach any of the terms of this Agreement. Frere-Jones Type expressly reserves the right to seek any and all remedies under law or equity, including but not limited to injunctive relief without the obligation of posting security or bond. Upon termination, you must

immediately discontinue using and delete the Font Software and documentation, including any copies, and certify that no copy remains in your possession or control.

10. Compliance with Laws

You agree to comply with all laws, foreign and domestic, relating to the control of exports or the transfer of technology. If you are obtaining this License for government use or under a government contract, you agree to comply with all applicable rules and regulations relating to the licensing of software and the use of such software.

11. Entire Agreement

This Agreement, together with your Order Confirmation, constitutes the entire agreement between you and Frere-Jones Type and supersedes all prior negotiations, understandings or agreements between you and Frere-Jones Type concerning the Font Software. This Agreement may only be modified in writing signed by an authorized officer of Frere-Jones Type.

12. Governing Law

You agree that any disputes arising from or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. You expressly submit to the exclusive jurisdiction of the state and federal courts of the State of New York sitting in New York City over any dispute arising out of or related to this Agreement or to the dealings between the parties during the term of this Agreement. You expressly waive any jurisdiction or venue defenses and agree to service of process by certified mail, return receipt requested. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13. Non-Waiver

No waiver by Frere-Jones Type of any breach or default under this Agreement shall be deemed a continuing waiver or as a waiver of any other breach or default, and any failure by Frere-Jones Type to enforce any right or seek to remedy any breach under this Agreement shall not constitute a waiver of such rights.

14. Severability

If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such provision shall be eliminated from this Agreement or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

15. Headings for Convenience Only

The headings of the various sections of this Agreement are for convenience of reference only and are not intended to control or affect the meaning or interpretation of the Agreement.

For more information, please contact licensing@frerejones.com.