



End User Licence Agreement for FontFont Typefaces

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“Font Software” means coded software that generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

“Licensed Unit” means an installation of the Font Software that allows up to five (5) concurrent users to use it at a single geographic location. A single geographic location is in particular the site of your place of business. The geographic restriction does not apply to portable computers if they are owned by you.

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2.1. Number of users. FSI grants you a non-exclusive licence to use the Font Software in a Licensed Unit for your own personal or business purposes according to the terms of this Agreement. If the number of users who use the Font Software exceeds those set forth in the definition of Licensed Unit above, then you must request from FSI or its authorized Distributors an appropriate licence covering all users. An additional fee will be charged for this licence extension.

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5. Warranties

FSI warrants to you that the Font Software will perform substantially in accordance with the Documentation for the ninety (90) day period following your receipt of the Font Software. 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 ninety (90) day period. If the Font Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at FSI's option, the replacement of the Font Software or the refund of the licence fee you paid for the Font Software. FSI and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software or Documentation. The foregoing states the sole and exclusive remedies for FSI's or its suppliers' breach of warranty. Except for the foregoing limited warranty, FSI and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will FSI or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a FSI representative has been advised of the possibility of such damages, or for any claim by any third party. This warranty does not affect any claims you might have against your retailer.

6. Governing Law

This Agreement will be governed by the laws of Germany. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations. This Agreement may only be modified in writing signed by an authorized officer of FSI.

7. Termination

FSI has the right to terminate your licence immediately if you fail to comply with any term of this Agreement. Upon termination, you must destroy the original and any copies of the Font Software and Documentation.

8. General provisions

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 of this Agreement.

FontShop International GmbH, Bergmannstr. 102, 10961 Berlin, Germany