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### 1. DEFINITIONS

1.1 You are bound by this Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by London Type is governed by this Agreement.

1.2 “London Type” as used herein shall mean collectively London Type, its successors and assigns, the Font Software’s originating foundry or designer, or any third party (“Supplier”) which has licensed to London Type any or all of the components of the Font Software supplied to you pursuant to this Agreement.

1.3 “Font Software” as used herein shall mean Web Font software provided by London Type which, when placed on a Server, enables you to reference, embed or Use such Font Software and to display renderings of such Font Software as part of your web pages and web-based documents. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes (but is not limited to) upgrades, updates, permitted modifications, permitted copies, expansions, all formats, any “Derivative Work” (as defined herein) supplied to you from London Type, all related files and related documentation.

1.4 “Web Font” as used herein shall mean any Font Software provided by London Type that is to be used for display or incorporation into your Web Site using any current or future technology that You employ for this purpose.

1.5 “End-User” as used herein shall mean any individual who is allowed to view your web pages and web-based documents, either over an internal network or over the Internet.

1.6 “Server” as used herein shall mean a computer which hosts your Web Site (as defined herein) and which makes services, such as access to data files, information and programs (including your web pages and web-based documents) available to End-Users on an internal network or over the Internet.

1.7 “Web Site” as used herein shall mean the website or websites identified by You at the time of licensing that will incorporate the Font Software.

1.8 “Use” of the Font Software shall occur when an individual is able to view Font Software on your Web Site, print pages or documents containing Font Software or download documents containing Font Software.

1.9 “Derivative Work” shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

1.10 “Personal or Internal Business Use” shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. Personal or Internal Business Use shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorised employees, or your authorised agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of this Agreement and shall agree to be bound by it before they can have access to or Use of the Font Software.

1.11 “Workstation” as used herein shall mean a static computer, portable computer, any server (where Font Software might reside), device or component in which or from which an individual is able to give commands (whether by keyboard, software instruction, programming or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

1.12 “Commercial Product” as used herein shall mean an electronic document or data file created by Use of the Font Software which is offered for distribution to other businesses or the general public (or to some subset thereof) as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation: a pdf, an electronic book or magazine distributed for a fee shall be considered as a Commercial Product; a document (for example: a business letter, a ticket for an event, or a receipt etc.) distributed in connection with a commercial transaction in which the consideration is unrelated to such document shall not be considered as a Commercial Product.

## 2. GRANT OF LICENCE AND SCOPE OF USAGE RIGHTS

2.1 In return for the Licence fee paid, you are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) Web Font Licence to access, Use and install the Font Software on Servers which host your Web Site, to create web pages and web based documents that utilise the Font Software subject to the terms and conditions of this Agreement.

2.2 You have no rights to the Font Software other than as expressly set forth in this Agreement.

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2.4 You may not use the Font Software for any purpose that is not permitted by this Web Font Licence subject to the terms and conditions of this Agreement. You agree not to use the Font Software for any other purpose without a separate Licence from London Type authorising you to do so (please refer to Additional Licence Options described in London Type's standard EULA).

2.5 You may make back-up copies of the Font Software solely as part of any Web Site back-up procedure and you shall ensure that you retain exclusive custody and control over such copies at all times. Upon termination of this Agreement, you must destroy the original and all copies of the Font Software.

2.6 You agree to establish reasonable procedures to restrict access to and use of the Font Software, trade names and trademarks to comply with the terms and conditions of this Agreement.

## 3. OTHER RESTRICTIONS

3.1 You are not permitted to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, rename, remove copyright information, attempt to discover the source code of Font Software or convert Font Software to a different format. You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by London Type.

3.2 You are not permitted to create Derivative Work from Font Software or any part thereof and you are not permitted to use Font Software in connection with any software or hardware which might create Derivative Work. Font Software (or any representation of the Font Software) shall not be used as the basis to create another font or to create a new font that is stylistically derivative or similar.

3.3 Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document or permits the recipient to extract any component of the Font software.

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3.5 You are not permitted to use Font Software, or any component of the Font Software, for or as a basis for your own software development. You may not merge the Font Software with or into other software programs. However, this may be permissible in certain circumstances and if so a separate Licence agreement would be required that is subject to an additional charge. Please contact London Type for details.

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## **6. TERMINATION**

6.1 London Type may terminate this Agreement with immediate effect and without notice if you or any member of your immediate household or any other person to whom you have given permission to Use the Font Software, fail to comply with any and all of its terms and conditions. London Type at its sole discretion may notify you of such breach and offer you the opportunity to rectify the breach within a given time frame.

6.2 This Agreement will automatically terminate if you become insolvent, are subject to an administration order, subject to winding up procedures or have a liquidator, administrator or insolvency practitioner appointed over all or a substantial part of your assets or enter into a Creditors Voluntary Arrangement (CVA).

6.3 Upon termination, all rights under this Agreement will cease and you agree to return the original Font Software, all copies and any associated documentation to London Type and agree to provide written assurance that no copies of the Font Software have been retained. Termination of this Agreement shall not preclude London Type from suing you for damages relating to any breach of this Agreement.

## 7. DISCLAIMER AND LIMITED WARRANTY

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7.2 LONDON TYPE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING FONT SOFTWARE SUPPLIED UNDER THIS AGREEMENT. THE FOREGOING (7.1) STATES THE SOLE AND EXCLUSIVE REMEDIES FOR LONDON TYPE'S OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, LONDON TYPE AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL LONDON TYPE OR ITS SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES OR LOST SAVINGS EVEN IF LONDON TYPE OR A LONDON TYPE DISTRIBUTOR OR RETAILER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF LONDON TYPE OR A LONDON TYPE DISTRIBUTOR OR RETAILER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 London Type and/or its Suppliers shall have no responsibility in the event of any claim resulting from accident, fire, theft, negligence, abuse or misapplication of the Font software. Claims for compensation for idle time, loss of production, waste of material or any other indirect damage claim are explicitly excluded. London Type and its Suppliers do not assume any liability for any loss or damage relating to this Agreement.

7.4 London Type does not warrant that Font Software will be free from viruses, bugs or Trojan horses and you are advised and encouraged to check all Font Software carefully before installation and distribution on internal networks.

7.5 London Type does not warrant that Use of any Font Software supplied under this Agreement will be uninterrupted or error free.

7.6 London Type does not warrant that any Font Software supplied under this Agreement will conform, operate or perform with any future operating system or application software. Expected compatibility is limited to current, popular operating system and application software programs only (at the publishing date of this Agreement) but this is not a guarantee that the Font Software will operate with such current operating system and application software programs.

## 8. OTHER GENERAL CONDITIONS

8.1 You have the rights expressly set forth in this Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of England and other jurisdictions. All rights reserved.

8.2 This Agreement may only be modified in writing signed by an authorised officer of London Type.

8.3 Any verbal agreements are only binding upon London Type if they have been acknowledged and confirmed in writing by London Type.

8.4 In the event that any provision or part provision of this Agreement is found by any competent authority or court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain valid and fully enforceable. Any invalid or unenforceable provision may be replaced by a new provision that is permitted by law and that preserves as far as possible the intended economic purpose of the original provision.

8.5 You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export laws, restrictions or regulations.

8.6 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 and conditions of this Agreement.

8.7 This Agreement may be enforced by London Type or by an authorised distributor or retailer acting on behalf of London Type.

8.8 You shall permit London Type (or London Type representatives) to have access to any of your premises, upon reasonable notice, to inspect computer equipment operated by you that might contain Font Software supplied under this Agreement (and any related documentation) to ensure that you are complying with the terms and conditions of this Agreement and have purchased adequate Licences to cover your Use of Font Software.

8.9 This Agreement shall be construed, governed and enforced by the Laws of England. The place of jurisdiction will be England and the parties hereto submit to the exclusive jurisdiction of the English courts for dealing with any matter arising hereunder. 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.

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## **London Type Foundry**

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