

MADTYPE FONT SOFTWARE END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND MADTYPE. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE FONT SOFTWARE. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY. BY DOWNLOADING, INSTALLING AND/OR USING THE FONT SOFTWARE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE FONT SOFTWARE.

1. Grant of License. MADType hereby grants you a limited, non-exclusive, non-transferable license to install and use the fonts and font software specified on your order (the fonts and font software are hereafter referred to individually and collectively as the "Typefaces") on only the fixed number of computers at the fixed number of locations specified on your order. You agree not to duplicate, reproduce, sell, transfer, license, or otherwise distribute the Typefaces in any form, except as expressly provided herein. You agree not to decompile, modify, reformat, translate, reverse-engineer or otherwise discover the source code of the Typefaces, or to embed the Typefaces in electronic documents except as expressly permitted below (see paragraphs 3 and 4.) You agree not to make, or authorize or commission others to make, any additions, deletions or modifications to, or derivative works or fonts based on or substantially similar to, the Typefaces without the prior written consent of MADType. You agree not to alter MADType's copyright notices as contained in the Typefaces.

2. Intellectual Property Rights. You acknowledge that MADType is the exclusive owner of all worldwide right, title and interest in and to the Typefaces, including without limitation all copyright, patent, trademark, trade secret and other intellectual property rights, in and to the Typefaces as artwork, software, and otherwise, including all copies of the Typefaces, regardless of the format in which they are expressed or the media on which they are recorded. Any and all updates, revisions, enhancements or additions to the Typefaces shall automatically be deemed to be included in the definition of "Typefaces" hereunder and shall become part of, and subject to, this Agreement. You acknowledge that MADType shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications of, and derivative works and fonts based on or substantially similar to, the Typefaces, regardless of who made such modifications or derivative works or fonts. The names of these Typefaces are trademarks of MADType ("Trademarks"). All goodwill that may become attached to the Trademarks as a result of your use of the Typefaces shall inure to the exclusive benefit of MADType. You agree not to challenge MADType's rights in or to the Typefaces or the Trademarks or the validity of any intellectual property or other right of MADType therein, or to infringe MADType's rights therein. This Agreement is not a grant to you of any right, title or interest in or to the Typefaces or the Trademarks except for the limited, non-exclusive, non-transferable license to install and use the Typefaces as set forth in paragraph 1 above, subject to the terms and conditions of this Agreement. All rights not expressly granted herein are reserved to MADType.

3.1. Embedding. "Embedded Documents" are those which contain a copy of the Typefaces, or data describing the shape or outline of any part of the Typefaces. Embedded Document formats include, but are not limited to: Acrobat (or other) files employing the Portable Document Format ("PDF"); Cascading Style Sheets ("CSS") employing the "@font-face" tag; Macromedia Flash (or other) files employing TrueDoc; and documents employing Web Embedding Font Technology ("WEFT"). You may not create Embedded Documents, except as expressly provided in paragraphs 3.2 and 3.3:

3.2. Workflow PDFs. For the sole purpose of providing documents to printers or other outside suppliers for reproduction, MADType grants you a limited license to create and circulate Embedded Documents in the PDF format ("Workflow PDFs") subject to the following restrictions: (a) these Workflow PDFs must have "subsetting" enabled, to limit to the greatest extent possible the number of characters of the Typefaces embedded; (b) Workflow PDFs must be configured to be "non-editable," to prevent the alteration, addition, deletion or extraction of any text, by any party other than the licensee; (c) Workflow PDFs must be transmitted individually, on a one-to-one basis, over a closed network. Under no circumstances will this Agreement be construed to entitle you or your agents or assigns to broadcast Workflow PDFs, or any form of Embedded Documents, over public computer networks, including but not limited to publicly accessible pages on the World Wide Web.

3.3 Flash Files. For the sole purpose of creating vector graphics for inclusion on web pages, MADType grants you a limited license to create and circulate Embedded Documents in the SWF format ("Flash Files"), subject to the following restrictions: (a) Flash Files must have "subsetting" enabled, to limit to the greatest extent possible the number of characters of the Typefaces embedded; (b) Flash Files must be "static," not "dynamic," as to prevent any party other than the licensee from specifying, selecting, copying, cutting, pasting or modifying the text that is displayed in the Typefaces; (c) Flash Files must be configured to "Protect from Import."

4. Non-Embedded Digital Formats. For the sole purpose of publishing electronic documents (such as web pages) that use the Typefaces, but that are not Embedded Documents, MADType grants you a limited license to distribute images of the Typefaces in industry-standard digital formats (collectively "Image Files") solely for the purposes set forth herein, subject to the following restrictions: (a) Image Files must feature fixed images of specific applications of the Typefaces rasterized in a pixel grid; (b) Image Files must not feature scalable or non-scalable outlines of the Typefaces, or permit the extraction or extrapolation of scalable or non-scalable outlines of the Typefaces; (c) Image Files must not permit the alteration of the text by any third party; (d) Image Files must not include more than 50% of the character set of any individual style of the Typefaces; and (e) no character featured in Image Files may be greater than 500 pixels in height. Image Files include, but are not limited to: Joint Photographers' Expert Group ("JPEG") files; Graphics Interchange Format ("GIF") files; Portable Network Graphics ("PNG") files; Tagged Image File Format ("TIFF") files; non-vector Picture ("PICT") files; and Bitmap ("BMP") files.

5. No Transfer of Rights. You shall not sell, lease, sublicense, allow to use, or otherwise assign or transfer any of your rights, duties or obligations under this Agreement, in whole or in part, to any person or entity. Without limiting the foregoing, Typefaces licensed for use by a specific publication shall not be transferred to or used by other publications owned or managed by a common corporate parent, and/or affiliated with the specific publication to which this license has been granted, without the purchase of an additional license from MADType.

6. NO WARRANTY. THE TYPEFACES ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY APPLICABLE LAW, MADTYPE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE WITH RESPECT TO THE TYPEFACES. IN ADDITION THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT.

7. DISCLAIMER OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MADTYPE DISCLAIMS ALL LIABILITY FOR ANY LOSS, COST OR DAMAGE, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, LOSS OF DATA, OR COMPUTER FAILURE, DAMAGE OR MALFUNCTION, OR FOR ANY CLAIM BY ANY PARTY, EVEN IF MADTYPE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED.

8. Breach and Termination. This Agreement is effective until terminated. MADType reserves the right to terminate this Agreement and any or all of your rights hereunder effective immediately if you fail to comply with any term of this Agreement, including without limitation by exceeding the scope of the license granted in paragraph 1 above. Upon any such termination you will destroy the original and all copies of the Typefaces and cease all use of the Typefaces and the Trademarks. The termination of this Agreement shall automatically, and without any further action by MADType, terminate and extinguish the license granted herein. MADType reserves the right to make routine inspections of the Typefaces, to which end you agree to surrender the Typefaces to MADType, by e-mail, immediately upon receipt of written notice. YOU HEREBY WAIVE ANY AND ALL CHALLENGES TO, OR CLAIMS OR DEFENSES REGARDING, MADTYPE'S RIGHTS IN THE TYPEFACES, MADTYPE'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREOF, AND MADTYPE'S RIGHTS TO CARRY OUT INSPECTIONS OF THE TYPEFACES AS PROVIDED HEREIN.

9. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Minnesota, applicable to contracts entered into, and to be fully performed in, that state. All suits concerning the interpretation, breach, or enforcement of this Agreement shall be brought only in the United States District Court for the Fourth District of Minnesota, or, if that Court does not have subject matter jurisdiction, then in Supreme Court of the State of Minnesota, Hennepin County. The parties consent to personal jurisdiction and venue in those Courts for such suits. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. Miscellaneous. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either express or implied, between the parties with respect to the subject matter hereof. The failure of MADType to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver and shall not deprive MADType of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The headings used herein are for reference only and shall not affect the construction of this Agreement.

<http://www.madtype.com>