

E-phemera Fonts Standard End User License Agreement

The font software in the E-phemera Fonts collection is protected by copyright and remains the exclusive property of E-phemera Fonts. By using or installing this font data, you (or you on behalf of your employer) agree to be bound by the terms of this Agreement. This Agreement constitutes the complete agreement between you and E-phemera Fonts.

1. Notice to user. You (End User) have not purchased the ownership rights to this font but rather a non-exclusive, nontransferable license to use the font software in accordance with the following terms. By installing and/or using the font software, you indicate that you understand and agree to honor the terms and conditions of this license. If you don't understand or agree with the terms, don't install or use the font software.

2. Summary of rights granted. As a person with a license, you have the right:

- 1) to install and use the font software on up to five computers and as many printers or image production devices as are required to output your work, in one location;
- 2) to make one copy of the font software for backup purposes;
- 3) to use the font software to create graphics for display on any surface including computer screens, television screens, paper, t-shirts and any other surface where the image will be a fixed size, for personal or professional projects;
- 4) to embed or link the font software in accordance with the rules described in Section Five of this license.

You do NOT have the right:

- 1) to share, loan, rent, resell, or distribute the font software itself;
- 2) to make copies of the font software other than for backup purposes;
- 3) to copy by electronic means, reproduce, embed, modify, or create derivative works from the font software for the purpose of resale or distribution.
- 4) to create alphabet or letterform products for resale where the product consists of individual letterforms, including rubber stamps, die-cut products, stencil products, or adhesive sticker alphabet products where the likeness of the licensed fonts can be reproduced and the end-user of said products can create their own typesetting.

3. License Details. The basic E-phemera Font software license is limited for use on up to five computers at one site for use on a single platform. A site is defined as one physical location. Platform refers to operating systems designated as "Macintosh," "Windows" or other.

The computer/s used may be a laptop as long as the laptop is associated primarily with the licensed location. Simply working offsite on a laptop is permissible in the basic license and is regarded as an extension of the "site". A laptop that transports work from one distinct network to another distinct network will require additional licensing. Work transported from one distinct network to another distinct network via a laptop requires each network to be licensed properly.

Additional licensing is also required if you are installing the font(s) on more than 5 computers (Site License), or a LAN/WAN Server with more than 4 devices, or, if you and/or additional users will have access to the font(s) at more than one location (Corporate License), or, if your printer/service bureau is installing the fonts for job output for more than one-time use (Service Bureau). Upon completion of job, any service bureau must delete the font software or purchase its own license.

One copy of the font software may be made for backup purposes. You may transfer the original software to another party provided all materials, including backup copies, are transferred and that the recipient agrees to the licensing terms and conditions contained in this agreement, and all copies are removed from the originating end user's (your) devices.

You may provide the font to a graphic designer, printer or other outputting service that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work.

You may not distribute the font to third parties or make the font publicly accessible except by embedding or linking in accordance with the rules described in Section Five.

4. Fair Use. The basic E-phemera license is intended to accommodate personal use as in the course of everyday correspondence and document writing, or in the design of self-promotion pieces like business cards, newsletters and brochures. The license also permits basic professional use performed by, but not limited to, freelance designers, small design firms and corporate advertising firms that incorporate E-phemera fonts within an overall graphic design for a client or self-promotion. Other professional uses designated as "campaign" or "commercial" may require additional licensing.

If you wish to use the font(s) on a large scale campaign such as in the course of entertainment promotion, national advertising, corporate identity design, product packaging, store signage or in any way that requires the multi media (television, internet, print or other) output of the font(s), an additional license may be required. This applies to in-house or client based work. Please contact E-phemera by email at ephemera@ahleman.com to discuss a large-scale campaign quote.

A royalty-based commercial license may be required when E-phemera font software is used to create a product sold for profit. If you wish to use the font(s) as the principal design element to create a product to be sold such as, but not limited to, rubberstamps, refrigerator magnets, stickers, or if the usage of the font adds substantial value to a product to be sold such as wrist watches, house numbers, stencil kits, decals, digital art (screensavers, 3-D models, or other computer applications), please contact E-phemera by email at ephemera@ahleman.com to discuss a commercial license.

You may import and alter the bezier outlines of the font software in a drawing program. You may not modify the font software or create derivative works based on the font software without prior written consent of E-phemera Fonts except to generate computer files necessary for embedding or linking only as described in Section Five.

5. Embedding and Linking

5a. Adobe Portable Document Format ("PDF") Embedding. You may embed the licensed fonts into any read-only PDF you send to third parties. Such documents may only be viewable and printable (but not editable) by the recipients.

5b. Flash and Silverlight Embedding. You may embed the licensed fonts into Flash or Silverlight with the following restrictions: 1. The fonts must be subset to include only the glyphs necessary for displaying the work. 2. The text rendered in the licensed font must not be manipulatable by an end user. 3. All care must be taken to prevent unauthorized users from accessing the fonts.

5c. @font-face Cascading Style Sheet ("CSS") Linking. You may not link the licensed font to web sites using the @font-face selector in CSS. A license addendum allowing @font-face usage is required.

5d. Other Web Site Linking. You may not convert or embed the licensed font with any other technology. This includes Javascript methods such as Cufón and Typeface.js.

5e. Application and Game Embedding. You may embed the licensed fonts into a computer application or game for an additional licensing fee.

6. Copyright. The software and any accompanying documentation are copyrighted and contain intellectual property information protected by law. You may not make or distribute copies of this software or accompanying documentation without the express written consent of E-phemera Fonts. You may be held legally responsible for any infringements on the foundry's rights caused by your failure to abide by the terms of this Agreement.

7. Disclaimer and Limited Warranty. For a period of 90 days after delivery, E-phemera Fonts warrants that the font data will perform in accordance with the specifications published by E-phemera Fonts. E-phemera Fonts makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. E-phemera Fonts does not warrant that the font data is free from all errors and omissions. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

E-phemera Fonts shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the E-phemera Fonts font software. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

8. Update Policy. At the option of E-phemera, there may be updated versions of the software which will be offered to registered users.

9. Purchaser's Indemnity. You agree to inform any person (employee/co-employee/employer) having access to the E-phemera Font Software and copies thereof, of the terms and conditions of this Standard License Agreement and to ensure that these terms and conditions are abided. You agree to indemnify and hold E-phemera harmless from any and all claims, liabilities, and costs including attorney's fees, arising out of your breach of this agreement or promises you made. If these terms are not met E-phemera reserves the right to revoke Grant of License.

10. Termination. You agree that The Agreement shall automatically terminate, without notice from E-phemera Fonts, if you fail to comply with any provision contained herein.