

Synthview App Font End User License Agreement Version 2.0 - October 25, 2012

By downloading, installing and/or embedding the licensed font software from Fontspring ("Font") in any application software ("App"), the purchaser or designated licensee ("Licensee") agrees to be bound by the terms and conditions of this end user license agreement ("EULA"). This EULA, in conjunction with the receipt ("Receipt") that accompanies each purchase from Fontspring or its distributors, constitutes the complete Agreement ("Agreement") between the Licensee and Fontspring.

This Agreement allows for using the Font within Apps with the following rights, requirements and restrictions:

1. Rights

- a. Licensee may embed the Font into Apps.
- b. Licensee may embed the Font into an unlimited number of copies of the App.
- c. Licensee may embed the Font into unlimited, subsequent versions of the App.
- d. Licensee may modify or convert the Font to improve the Font's appearance or performance in the App.

2. Requirements/Restrictions

- a. Font may be embedded into no more than the number of Apps specified in the Receipt.
- b. Font may not be redistributed with the App's source code.
- c. Font may not be installed in the operating system the App runs on.
- d. Font may not be embedded in application software considered a plugin, template, skin or theme.
- e. Font may not be embedded in an App that enables an end user to create custom typesetting with the Font.
- f. Font may not be embedded in any files that the App saves or exports.

3. Third parties and Transferability

Licensee may temporarily provide the Font to a graphic designer, developer or other agent who is working on behalf of the Licensee, only if they agree to use the Font exclusively for Licensee's work, agree to the terms of this Agreement, and retain no copies of the Font upon completion of the work.

Licensee may not otherwise distribute the Font to third parties or make the Font publicly accessible except by embedding or linking in accordance with this EULA.

4. Terms

Rights granted by this Agreement are perpetual. Fontspring will not charge additional fees post purchase, annually or otherwise.

5. Other Usage

Licenses for desktop use, @font-face embedding, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this Agreement may be available for an additional fee. Contact Fontspring at support@fontspring.com for more information.

6. Modifications

Licensee may not modify the Font or create derivative works based on the Font without prior written consent from Fontspring or the owning foundry except to generate files necessary for embedding or linking in accordance with this EULA.

7. Copyright

Licensee agrees that the Font is the exclusive property of the owning foundry and is protected by copyright and intellectual property laws. Licensee may be held legally responsible for any infringements on the foundry's rights caused by failure to abide by the terms of this Agreement.

8. Termination

Licensee agrees that the Agreement shall automatically terminate, without notice from Fontspring or the owning foundry, if Licensee fails to comply with any provision contained herein.

9. Disclaimer and Limited Warranty

Fontspring warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on Receipt. Fontspring's entire liability and Licensee's exclusive remedy as to a defective product shall be, at Fontspring's option, either return of purchase price or replacement of any such product that is returned to Fontspring with a copy of the invoice.

Fontspring shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty one (21) days.

This warranty gives Licensee specific legal rights. Licensee may have other rights, which vary from state to state.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". Fontspring MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The entire risk as to the quality and performance of the Product rests upon Licensee. Neither Fontspring nor the Foundry warrants that the functions contained in the Product will meet Licensee's requirements or that the operation of the software will be uninterrupted or error free.

FONTSPRING 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 PRODUCT EVEN IF FONTSPRING OR THE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

10. Governing Law

You accept this EULA to be exclusively governed by French law. In the absence of an amicable settlement, any dispute that may arise due to the interpretation or execution of the present EULA shall be submitted to the competent jurisdiction of the Paris court of first instance of general jurisdiction (Tribunal de grande instance de Paris - 75).