

QUADRAT COMMUNICATIONS
DESKTOP FONT END-USER LICENCE AGREEMENT

LICENCE: By using the fonts (the "Fonts") provided by Quadrat Communications ("Quadrat"), you are agreeing to abide by the terms of this Licence Agreement (this "Licence") between you and Quadrat. You should read it carefully, as your agreement to its terms will be presumed. If you do not understand the terms of this Licence, you should review it with a lawyer. This Licence will be enforceable just like any written agreement signed by you. If you are not in agreement with terms of this Licence, you must immediately delete all of the Fonts from all Workstations and any Output Sites (as those terms are defined below), and a full refund will be given.

1. Grant of Rights: Subject to the other terms and conditions of this Licence, you are hereby granted a non-exclusive, non-transferable licence to use the Fonts for an indefinite period of time. You do not own the Fonts. Ownership of the Fonts and all intellectual property rights relating thereto remains with Quadrat. You simply have permission to use them, subject to certain terms and conditions. The other terms and conditions of this Licence are as follows:

2. Permitted Workstations: You may use the Fonts on as many Workstations as your receipt, which must be attached hereto as Schedule "A", indicates that you have paid for, as long as all such Workstations are within a single business or residential premises ("Primary Location"). In the absence of a receipt being attached as Schedule A, you will be deemed to have not paid for this Licence, and your use of the Fonts is strictly prohibited.

3. Definition of Workstation: A Workstation is a single computer, and any peripherals such as printers and monitors, that relate specifically to that computer. You may count a portable computer as a licensed Workstation if such portable computer is regularly used at the Primary Location.

4. Output Site: The Fonts may also be used at a single Output Site. An Output Site is a service or business located outside the Primary Location which is used for high resolution or other types of output which cannot be accomplished at the Primary Location. Use of the Fonts at an Output Site may be in addition to the number of Workstations authorized under this Licence, but the Fonts must be immediately and fully removed from the Output Site upon the completion of the work for which they are required.

5. Network Server: If you use a network server, you may install the Fonts on that network server, provided that such network server will be counted as one of the licensed workstations, and must be located at the Primary Location. The total number of Workstations which are connected to the server and using the Fonts may not exceed the number of Workstations that you have paid for, as evidenced by your receipt attached hereto, less one, to account for the network server installation.

6. Total Workstations: You may use the Fonts in any of their supplied formats, but the total number of Workstations with all formats combined may not exceed the number of Workstations that you have paid for, as evidenced by your receipt attached hereto. You may use the Fonts on any appropriate computing platforms.

7. Modifications: You may modify the Fonts, provided that any modifications that you make to the Fonts are governed by the terms of this Licence, including but not limited to the restrictions on their use and distribution, and provided that all copyright and other intellectual property rights in any modifications to the Fonts will be owned exclusively by Quadrat..

8. Embedding: Embedding of the Fonts in other documents is expressly prohibited, except to the extent permitted by the Fonts

as provided. Any alterations to the Fonts to allow a greater level of embedding is a breach of this Licence and will result in, among other things, the immediate termination of same.

9. Single Copy Only: You may make a single copy of the Fonts for archival purposes. No other copying of the Fonts is permitted.

10. Unauthorized Use: All rights not expressly granted to you in this Licence are expressly reserved to Quadrat, and any use of the Fonts that is not expressly authorized by this Licence is a breach of this Licence, and Quadrat will be entitled to take immediate action to rectify such breach.

11. Licence and Fonts Not Assignable: This Licence is personal to you, and you may not assign or sublicense this Licence or any rights under this Licence, or otherwise transfer or distribute the Fonts, or any copy or modified form of any Fonts, to any other person or business unless such other person or business agrees to be bound by the terms of this Licence and you first delete all copies of the Fonts in your possession. You must advise Quadrat immediately of any such assignment.

12. No Use Without Payment: If Quadrat discovers that you are using the Fonts without remitting the appropriate payment for same, you will forthwith be required to remit the payment required for such use, at twice the then-current licence cost.

13. Termination: This Licence will terminate immediately upon any breach of the terms and conditions of same. Following any termination of this Licence, you must immediately delete all copies of the Fonts from all Workstations and any Output Sites and any other location in your possession or under your control.

14. Remedies for Breach of Licence: You hereby agree that monetary damages are insufficient to compensate Quadrat for any breach of this Licence. You agree that irreparable harm would accrue to Quadrat in the event of such breach. If this Licence is breached in any way, Quadrat will have the immediate right to seek an injunction to stop such breach, without prejudice to any other legal or equitable rights and remedies that it may have.

15. Intellectual Property Rights: The Fonts and any copies that you are authorized by Quadrat to make are the copyrighted material, intellectual property of and are owned exclusively by Quadrat throughout the world. The structure, organization and code of the Fonts are the valuable trade secrets, confidential and proprietary information of Quadrat. The Fonts are protected by copyright. You may not copy the Fonts. You will not acquire any rights, express or implied, in the Fonts other than those expressly set out in this Licence.

16. Intellectual Property Notices: You may not delete or change any copyright or trademark notice that accompanies the Fonts, and no other copyright or trademark notice may accompany the Fonts, or any modified form of the Fonts.

17. Limitation of Liability: You agree to use the Fonts at your own risk. This software is provided on an "as is" basis. It is your responsibility to ensure that you have the proper hardware and safeguards in place to properly use the Fonts. Except as expressly set out elsewhere in this Licence, there are no express or implied representations, warranties or conditions of any kind in respect of the Fonts or the services provided by Quadrat. Further, Quadrat will not be liable to you or any other person or business for any indirect, special or consequential damages related to this Licence. Quadrat's entire liability under this Licence for damages from any cause whatsoever, at law or by statute, regardless of the form or cause of action, will not exceed the total amount actually paid by you to Quadrat pursuant to this Licence in the six (6) months immediately prior to your damages or loss.

18. Currency. Unless otherwise stated, all dollar amounts

referred to in this Agreement are in lawful Canadian currency.

19. Taxes. In addition to the fees payable for the Fonts set out elsewhere on this website, you will pay to Quadrat all taxes payable by you pursuant to this Licence.

20. Infringement Indemnity. You will defend and indemnify Quadrat with respect to all damages, costs, fees, judgments and other expenses (including reasonable legal fees and expenses) incurred by Quadrat arising from any breach by you of this Licence, provided that Quadrat must notify you in writing within thirty (30) days of any such claim.

21. Force Majeure. Quadrat will not be liable for any delay or failure to perform under this Licence if such delay or failure is due to any event or situation beyond its reasonable control, including but not limited to war, explosion, fire, flood, earthquake, epidemic, act of civil or military authorities, labour dispute or civil disturbance.

22. Relationship of Parties. You and Quadrat are independent contractors. Nothing in this Licence will be construed to place us in a relationship of principal and agent, employer and employee, partners, associates, affiliates or joint venturers, and neither of us will have the power to obligate or bind the other in any manner whatsoever.

23. Governing Law: This Licence and all matters relating to same will be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of where you reside, work or carry on business, or where the Fonts are used, stored or displayed. Any dispute or matter arising from this Licence or your use of the Fonts will be determined in the courts in the City of Toronto, Province of Ontario.

24. Severability: If any provision of this Licence is determined to be invalid, void or unenforceable, it will be severed from the remaining agreement. The remaining provisions of this Licence will continue in full force and effect.

25. Waiver: No waiver by either party of any term or provision of this Licence, whether express or implied, will constitute a continuing waiver of such term or provision, or a waiver of any other term of this Agreement.

26. Entire Agreement: This Licence contains the entire agreement between the parties regarding the Fonts. No collateral warranty or agreement, or previous agreement of any sort regarding the Fonts, whether written or oral, will have any effect whatsoever.

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