

Positype Font Software End User License Agreement (EULA)

This End User License Agreement (the "Agreement") becomes a binding contract between you and Positype when you install the font for use on any Workstation. If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read all of the Agreement before you agree to be bound by its terms and conditions.

Article 1: Definitions

1. Publisher

"Publisher" as used herein shall mean collectively Positype, its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to Publisher any or all of the components of the Font Software supplied to you pursuant to the Agreement.

2. Font Software

"Font Software" as used herein shall mean software which, when used on an appropriate device or devices, renders typographic or ornamental graphic elements in physical or binary form. Font Software includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.

3. Glyph

"Glyph" as used herein shall mean any typographic or ornamental graphic element rendered in physical or binary form by the Font Software.

4. Use

"Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

5. Workstation

"Workstation" as used herein shall mean any component by which an individual is able to make Use of the Font Software.

6. Derivative Work

"Derivative Work" shall mean Font Software generated by way of the Use or other access of the binary data contained in the hereto licensed Font Software.

7. Personal Or Internal Business Use

"Personal or Internal Business Use" shall mean Use of the Font Software for your domestic, informational, official, and/or non-commercial purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof to any party other than those expressly permitted by the terms of the Agreement. "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 authorized employees, or your authorized agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of the Agreement and shall agree to be bound by it before they make Use of the Font Software.

8. Basic User License

"Basic User License" as used herein allows the Use of the Font Software on up to five (5) Workstations. A "License Extension" must be obtained from Publisher for the Use of the Font Software on each additional Workstation not covered by the Basic User License.

9. Licensed Unit

"Licensed Unit" as used herein shall mean the quantity of Workstations covered by the Basic User License plus any additional License Extension as applicable per your order.

10. Digital Commercial Product

"Digital Commercial Product" as used herein shall mean an electronic document or data file which is offered for distribution to third parties in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation, an electronic book (e-book), or interactive software (video game or any other computer application) distributed for a fee shall be considered a Commercial Product.

11. Physical Commercial Product

"Physical Commercial Product" as used herein shall mean any tangible object which is offered for distribution to third parties in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation, a T-shirt, poster, coffee mug, or rubberstamp shall be considered a Physical Commercial Product.

12. Branding System

"Branding System" as used herein shall mean any part of a graphic campaign or styleguide which involves the design and/or repetition of a logo, insignia, emblem, trademark, nameplate, logotype, typeface, symbol, standardized graphic arrangement or layout intended to signify or identify an agency or entity.

13. Commercial License

"Commercial License" as used herein allows the Use of the Font Software for purposes related to the development or production of any Branding System, Digital Commercial Product, or Physical Commercial Product.

Article 2: Usage

1. License

You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font Software (i) only in a Licensed Unit, (ii) only for your Personal or Internal Business Use, and (iii) only subject to all of the terms and conditions of the Agreement. You have no rights to the Font Software other than as expressly set forth in the Agreement. You agree that Publisher owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademarks rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of Publisher and that any intentional Use of the Font Software not expressly permitted by the Agreement constitutes a theft of valuable property. All rights not expressly granted in the Agreement are expressly reserved to Publisher.

2. Commercial Printers

You may provide a digitized copy of the Font Software used for a particular document to a commercial printer or service bureau for use in printing such document.

3. Font Embedding

You may embed the Font Software in a secure electronic document for Previewing and Printing use only. The 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 without obtaining a License Extension from Publisher authorizing you to do so.

4. Distribution Of A Digital Commercial Product

You may not redistribute the Font Software as part of any Digital Commercial Product (including but not limited to: eReader apps, digital books, installable or web-served dynamic applications, broadcast, streamed or on-demand video, etc.) without obtaining a License Extension from Publisher authorizing you to do so.

5. Distribution Of A Physical Commercial Product

You may not incorporate any Glyph(s) in the production of a Physical Commercial Product without obtaining a Commercial License from Publisher authorizing you to do so.

6. Use In Branding Systems

You may not incorporate any Glyph(s) or Font Software in the production of a Branding System (including but not limited to: eReader apps, digital books, printed manuals, wearables, installable or web-served dynamic applications, broadcast, streamed or on-demand video, etc.) without obtaining a Commercial License from Publisher authorizing you to do so.

7. Creating Derivative Work

You may adapt, modify, alter, or otherwise change the Font Software for Personal or Internal Use only where such Use is in accordance with the terms of the Agreement. All Derivative Works are subject to the terms of this Agreement. You may not adapt, modify, alter, or otherwise change the Font Software, or create Derivative Works from the Font Software or any portion thereof in exchange for a separate fee or other consideration without Publisher's consent.

8. Copyright Acknowledgement

You acknowledge that the Font Software is protected by the copyright and other intellectual property law of the United States and its various States, by the copyright and design laws of other nations, and by international treaties. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.

9. Trademark Use and Acknowledgement

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Publisher. You may not change any trademark or trade name designation for the Font Software.

10. Transfer Of License

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, and (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device.

11. Archival Copies

You may make back-up copies of the Font Software for archival purposes only, and you shall retain exclusive custody and control over such copies. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.

12. Trademark Use and Acknowledgement

Publisher warrants to you that the Font Software will perform substantially in accordance with its documentation on Workstations that are suitably equipped for Use of the Font Software. No warranty is made with regard to third-party software or hardware that is not specified for Use of the Font Software. Any refund of any fee paid for the licensing of the Font Software will be made at Publisher's discretion. The settlement of any warranty claim will be limited to the refund of the license fee paid to Publisher for Use of the Font Software. To make a warranty claim, you must, within a thirty (30) day warranty period, contact the Publisher to verify the occurrence of the transaction and the basis of the warranty claim. PUBLISHER DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR PUBLISHER'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, PUBLISHER MAKES 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 PUBLISHER BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by the Agreement are limited to thirty (30) days. Some jurisdictions do not permit a limitation of implied warranties where the product results in physical injury or death so that such limitations may not apply to you. In those jurisdictions, you agree that Publisher's liability for such physical injury or death shall not exceed One Dollar (U.S. \$1), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction.

13. Governing Jurisdictions

The Agreement will be governed by the laws of Georgia applicable to contracts wholly entered and performable within such state. All disputes related to the

Agreement shall be heard in the Circuit Court of Clarke County, Georgia, U.S.A. or the United States District Court for the Northern District of Georgia, Atlanta, Georgia, U.S.A. Both you and Publisher agree to the personal jurisdiction and venue of these courts in any action related to the Agreement. The 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. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

14. Termination Of Agreement

The Agreement shall automatically terminate upon failure by you or any of your authorized agents to comply with its terms. The termination of the Agreement shall not preclude Publisher from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Publisher.

15. Rights Reserved

You have the rights expressly set forth in the Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions. All rights reserved. Notwithstanding the foregoing, to the extent that any law, statute, treaty, or governmental regulation shall be deemed by a court of competent jurisdiction to provide you with any additional or different rights from those provided herein and such rights shall be deemed non-waivable as a matter of law and to supersede the rights specifically provided herein, then such law, statute, treaty, or governmental regulation shall be deemed to be made a part of the Agreement. To the extent that any such rights created by any law, statute, treaty or governmental regulation are waivable, you agree that your acceptance of the Agreement shall constitute an effective and irrevocable waiver of such rights. The Agreement may be enforced by Publisher or by an authorized agent acting on behalf of Publisher.