

## SCHOLTZ FONTS END USER LICENCE AGREEMENT

By opening the sealed package or accessing the computer archive ("package"), you agree to accept the terms and conditions of this licence agreement.

This package contains documentation, digitally encoded machine-readable outline font programs ("outline fonts"), bitmap screen font data ("bitmap fonts") and metrics information. The bitmap fonts and outline fonts are hereinafter called the "software".

**LIMITED WARRANTY** Scholtz Fonts warrants that the software will be free from errors during normal use for thirty (30) days from the delivery date. "Error" shall constitute a flaw in the software which causes it not to reproduce the typefaces which the software represents when used in accordance with the accompanying documentation and the recommended system configuration. You must report any errors and return the software with a copy of the applicable receipt to Scholtz Fonts within the 30-day period to be eligible for warranty service. Scholtz Fonts will, at its option, replace the flawed font(s) not meeting the warranty or refund the licence fee for the software. Scholtz Fonts does not warrant the performance or results you may obtain using the software or documentation. The foregoing states the sole and exclusive remedies for Scholtz Fonts' breach of warranty except for the foregoing stated limited warranty. Scholtz Fonts does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and/or fitness for a particular purpose.

You assume the risk of any and all damage or loss from use or inability to use the software or documentation. In no event shall Scholtz Fonts, its suppliers, employees, offices, directors, dealers or distributors, be liable for any direct, indirect, consequential, incidental, special or punitive damages, including damages from loss of business profits, loss of savings, business interruption, loss of business information, and the like, even if Scholtz Fonts or its suppliers, employees, offices, directors, dealers or distributors, have been advised of the possibility of such damages, or for any claim by any other party, arising out of the use, inability to use, or abuse of this product. As some countries or states do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you.

**LICENCE AGREEMENT** These fonts are licensed for use on a single output device such as a laser printer, film recorder, high-resolution typesetting device, or other such imaging device. If you need to use the software on more than one output device, you need to upgrade to a multi-printer licence. You may transfer the software from one computer to another provided you only use the software on one computer at a time. If you wish to use the software on more than one computer, then you are obliged to purchase the appropriate multi-user licence.

As a licensee, you own the magnetic medium or other physical media on which the software is originally or subsequently recorded, but Scholtz Fonts retains title to and ownership in the software recorded on the original disk and all subsequent copies, regardless of the form or medium in or on which the original and other copies may exist. This licence is not a sale of the original software or any portion or copy of it.

You agree not to make or permit to be made any copies of the software or documentation except one (1) copy solely for backup purposes or such copies as are necessary for installation of this software in accordance with the terms of this agreement. You agree not to modify, adapt, translate, reverse-engineer, decompile, disassemble or create any derivative works based on this software.

You may assign your rights under this agreement to a third party who agrees in writing to be bound by this same agreement prior to your assignment, provided that you transfer to such third party all copies of this software and documentation and that you destroy any copies not transferred.

This software and related documentation are copyrighted. You may not distribute copies of the software or related documentation in any form without prior written consent from Scholtz Fonts.

In the event that any provision of this agreement is held to be illegal or otherwise unenforceable, such provision shall be deemed to have been deleted from this agreement, while the remaining provisions of this agreement shall be unaffected and shall continue in full force and effect.