

## Reserves and AE Type Font Software License Agreement

This License Agreement ("Agreement") is a legal agreement between ("you") and Reserves/AE Type ("Reserves/AE Type") and becomes a binding contract between you and Reserves/AE Type. You agree to be bound by the terms of this Agreement by downloading, purchasing, accessing, installing or otherwise using the Font Software. If you do not agree to the terms of this Agreement, do not download, purchase, access, install or otherwise use the Font Software. This Agreement governs the terms of use of the Font Software and the design of the Fonts embodied therein (collectively, "Font Software"), together with any media, printed materials, electronic documentation, updates, add-ons, artwork, web services and any other material that may be associated with the product now or in the future.

1. Each Reserves/AE Type font is licensed for use on 3 computers owned by the same entity or individual.
  2. The license granted under this Agreement permits you to install and use the Font Software on the number of computers specified in your invoice for the purchase of the Font Software. You may purchase additional licenses at any time, which will grant you rights to use the Font Software on additional computers.
  3. If you are a design consultancy, advertising agency or purchasing this license for use by or on behalf of such an entity, the ultimate end user should also purchase a license appropriate for the intended use of the Font Software. The license granted herein for personal use does not extend to uses by temporary employees or independent contractors using the Font Software in professional environments or for other professional uses. Under such circumstances your employer and/or the ultimate end user are also required to purchase a license appropriate for their usage. To reproduce a particular document at a commercial printer, or service bureau, you can supply non-editable artwork in a PDF format.
  4. Except as may be otherwise expressly permitted in this contract or by a separate written agreement, you may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Reserves/AE Type font software or the designs embodied therein. The Reserves/AE Type font software and its documentation, unless properly transferred, may not be sublicensed, sold, leased, rented, lent, or given away to another person or business.
- Notwithstanding the above, you may: (a) make one (1) copy of the Font Software for back-up purposes only, provided you do not lend, rent, sell or otherwise transmit the copy to any third party; and (b) make modifications to the Font Software provided that you obtain Reserves/AE Type's prior written consent, comply with any conditions imposed by Reserves/AE Type relating to the modifications, agree that such modifications will become the exclusive property of Reserves/AE Type and that you will not sell, lend or otherwise transmit such modifications to any third party.
5. Reserves/AE Type font software may not be returned or exchanged unless defective. Defective software shall be replaced by the same software if accompanied with purchase receipt and seller is notified within one week of purchase.
  6. Any derivative works created by you which use or are based upon the font software and/or the designs of the fonts, including, but not limited to, software or other electronic works, are considered derivative works. Any such derivative works are the exclusive property of Reserves/AE Type and shall be subject to the terms and conditions of this license. Derivative works may not be sublicensed, sold, leased, rented, loaned, or given away without the express written permission of Reserves/AE Type. Reserves/AE Type shall not be responsible for or required to support unauthorized, modified and/or regenerated software or derivative works. A special OEM license is required to use the Reserves/AE Type Font Software in logo design, with or in electronic books or games, goods for sale, retail packaging, signage or alphabet products such as scrapbook products or software, adhesive or rub on lettering, game playing or gaming devices irrespective of whether the Font Software itself is embedded into the device or if it is merely the designs of the Fonts embodied in the Font Software that are displayed. If you are using the Font Software in exhibition or display in cinemas, motion pictures, on television or on cable television, or as a part of any works broadcast or transmitted on the Internet, a special broadcasting license is required and an additional license fee may be required.
  7. This license does not permit any form of embedding or encrypting of Reserves/AE Type font software in digital documents or any other form. If embedding of Reserves/AE Type fonts is desired, the user must purchase an additional license from Reserves/AE Type based upon usage. If an embedding license is desired, licensee must represent and warrant that licensee's encryption of the embedded Reserves/AE Type font software is secure enough to prevent access or use by anyone using the software in which the font data is embedded.
  8. The Reserves/AE Type font software is protected under domestic and international trademark, copyright and industrial design law. You may, but are not required to identify Reserves/AE Type fonts and ownership in any design or production credits.
  9. Any breach of the terms of this Agreement shall be cause for termination. In the event of termination, and without limitation of any remedies under law or equity, you agree to immediately return the Font Software to Reserves/AE Type and certify that no copy remains in your possession or control.
  10. In the event of your violation of any of the provisions of this license, Reserves/AE Type will be entitled to an award of the reasonable attorney's fees incurred by it to investigate and address the violation and to enforce the license.

11. RESERVES/AE TYPE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE FONT SOFTWARE WAS NOT MANUFACTURED FOR USE IN MANUFACTURING CONTROL DEVICES OR NAVIGATION DEVICES OR IN CIRCUMSTANCES THAT COULD RESULT IN ENVIRONMENTAL DAMAGE OR PERSONAL INJURY. WITHOUT LIMITING THE FOREGOING, RESERVES/AE TYPE SHALL IN NO EVENT BE LIABLE TO THE LICENSED USER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT EVEN IF NOTIFIED IN ADVANCE. UNDER NO CIRCUMSTANCES SHALL RESERVES/AE TYPE'S LIABILITY EXCEED THE REPLACEMENT COST OF THE SOFTWARE. Under no circumstances shall Reserves/AE Type's liability exceed the substitution or replacement cost of the font software, whichever is less, and at the sole discretion of Reserves/AE Type. The terms of this license Agreement are contractual in nature.

Other law, Non-Business Users Only. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or implied warranties. Any implied warranty or other right created by law is only effective for the ninety (90) day warranty period. There are no warranties or conditions of any kind after the ninety (90) day warranty period. To the extent permissible by law, you agree that all implied warranties are not to be effective for more than thirty (30) days. The terms and conditions of this License are contractual in nature. The Reserves/AE Type Font Software License Agreement is subject to

California Law. By downloading, purchasing, accessing, installing or otherwise using the Font Software, you acknowledge you have read, understood, and agreed to be bound by the terms and conditions of this License Agreement.

All inquiries may be sent via e-mail to [info@aetype.com](mailto:info@aetype.com)