

Font Software License



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Preamble

This license agreement for Font Software becomes a legally binding contract between the licensee and URW++ GmbH when the licensee agrees to the Terms and Conditions in an electronic delivery method or purchases the Font Software on a storage medium and opens the packaging containing the fonts.

If the licensee refuses to accept a contractual obligation through this license agreement, he is not permitted to access, use or download the Font Software. The licensee should thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

The Font Software underlying this agreement is the intellectual property of the URW++ GmbH and/or its licensors. It contains URW++ Font Software with digital, machine readable, scalable font software data, and is supplied to you by URW++ for usage only, however not sold. Usage of the URW++ Font Software is ruled by this license agreement.



1. Use of URW++ Software

Upon full payment of the agreed upon license fee, you are granted:

1.1 A non exclusive, single user right to use the URW++ Font Software on up to five computers at one single geographical location stipulated by the licensee. If the URW++ Font Software will be installed on more than five hard disks and will be used by several systems, an additional license must be acquired for each additional system from URW++ (see Multiuser form in exhibit 1). URW++ does not guarantee that the URW++ Font Software will work adequately in an environment with many systems. URW++ reserves all rights not expressly granted to you under this license Agreement. The URW++ Font Software is solely for use in your own business or for your own personal use, and it remains URW++ s ownership at all times.

1.2 The right to make additional backup copies of the URW++ Font Software for the exclusive purpose of data backup.

1.3 One additional usage (installation) on a personal home or portable computer if the URW++ Font Software is intended to be used for commercial purposes.

1.4 For the exclusive purpose of outputting certain files, the licensee is permitted to transfer a copy of the URW++ Font Software which is used for creating the pertinent file to a commercial printer or another service company. In the event of any text modification, the service company is required to possess its own license. The licensee has to inform the commercial printer/service company about the content of this license agreement.



2. Proprietary Rights and Obligations

3. Assignment

2. Proprietary Rights and Obligations

The URW++ Software is the valuable property of URW++. You will not make or have made, or permit to be made, any copies of the URW++ Software, documentation, or any portions thereof, except such copies as are necessary for the installation of the URW++ Software in accordance with the terms of this Agreement. Any such copies of the URW++ Software shall contain the same propriety notice which appears on or in the URW++ Font Software.

3. Assignment.

Assigning the license to a third party is essentially not permitted. By way of exception, the licensee is authorized to transfer the usage rights and license to a third party only upon compliance with all of the following conditions: The third party has expressly declared to the licensee to strictly and unrestrictedly submit and adhere to the conditions of this license agreement for URW++ Font Software (see exhibited 2). In the event of transfer of the license to a third party, the licensee agrees and is obligated to refrain from further usage of the URW++ Font Software, and, regardless of where it is located, agrees and is obligated to delete said software and is not permitted to retain any copies, in whole or in part, of such.



4. Font Embedding

4. Font Embedding

Embedding of the URW++ Font Software into electronic documents of Internet pages is only permitted under the absolute assurance that the recipient cannot use the URW++ Font Software to edit or create a new document (read only). It must be ensured that the FontSoftware cannot be fully or partially extracted from said documents.

The licensee may electronically distribute URW++ Font Software embedded in a „Personal or Business Use“ document only when the URW++ Font Software embedded in such document is in a static graphic image (for example a „gif“ or „jpg“) or an embedded electronic document, and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. The licensee may not embed URW++ Font Software in a Commercial Product without a separate written license from URW++ GmbH, and the licensee may not embed URW++ Font Software in an electronic document or data file for any reason other than his own Personal or Internal Business Use.

If the licensee intends to edit or modify a document containing the embedded URW++ Font Software, a request must be made to URW++ GmbH. URW++ GmbH will then conclude an expansion/embedding license agreement for said purpose. This expansion/embedding license agreement is subject to an additional fee (see exhibit 3).



5. Exclusion of Other Usage

6. No Other Rights

5. Exclusion of Other Usage

Subject to the provisions 1.4 and 3 of this agreement, selling, lending or otherwise transferring the URW++ Font Software to a third party or parties is strictly prohibited. In addition, transferring the URW++ Font Software as a component or sub component of other products, e.g. electronic documents or sublicenses, to a third party or parties is also strictly prohibited.

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Specifically, it is prohibited to change or modify the Font/Trademark names used as identifying tags in the URW++ Font Software in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from URW.

6. No Other Rights

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7. Term

8. Limited Warranty

7. Term

The license is effective until terminated. URW++ has the right to terminate your license immediately if you fail to comply with any term of this Agreement. In addition, URW++ reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the URW++ Software and related documentation and cease all use of the trademarks.

8. Limited Warranty

URW++ warrants that the URW++ Software delivered to you to be free of defects in workmanship and manufacture for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. URW++'s entire liability and your exclusive remedy as to such physical media shall be replaced if the physical media that does not meet URW++'s Limited Warranty is returned to URW++ with a copy of the receipt. If failure of any physical media has resulted from accident, abuse, or misapplication, URW++ shall have no responsibility to replace the physical media. Any replacement of physical media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE URW++ SOFTWARE AND DOCUMENTATION ARE PROVIDED „AS IS“. URW++ DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE URW++ SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR URW++'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, URW++ MAKES NO WARRANTIES EXPRESSED OR IMPLIED AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. URW++ DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



9. Limit of Liability

10. Indemnification

11. Governing Law

9. Limit of Liability

In no event will URW++ be liable to you for consequential or incidental damage (including damage from loss of business profits or savings, business interruption, loss of business information, and the like) or for claim by any party arising out of the use of or inability to use the URW++ Software, even if URW++ has been advised of the possibility of such damage.

10. Indemnification.

You agree to indemnify and hold URW++ and URW++'s suppliers harmless from and against any claims or damage which may result from your breach of this License Agreement.

11. Governing Law.

This Agreement will be governed by the laws in force in the Federal Republic of Germany.

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Exhibit 1

Please, send this form filled and signed to URW++ Design & Development GmbH

Request for Additional Multi User Licenses

A mult user license is needed if the Font Software is desired to be used on more computers than stated in the Font Software License Agreement.

Please send me a quotation for the extension of the current license:

Font Number

Font Name

Current Licensed CPUs

Additional CPU Licenses requested

Company

Name

Address

Tel/Fax

eMail

Date

Signature

You will receive a quotation from URW++ GmbH or its authorized URW++ partner.



Exhibit 2

Please, send this form filled and signed to URW++ Design & Development GmbH

Font Software Transfer Deed

Current Licensee

According to 2.3 of the Font Software License Agreement the following Font Software licensed from URW++ is being transferred.

Font Number

Font Name

Company

Name

Address

I/we hereby declare to have passed all relevant data of the above listed Font Software to the transferee stated below. I/we declare that I/we have not retained any copies of the Font Software in whole or part and refrain any further use of it.

Date:

Signature:

Transferee

I/we confirm my consent to the terms and conditions of this Font Software License Agreement.

Company

Name

Address

Date

Signature



Exhibit 3

Please, send this form filled and signed to URW++ Design & Development GmbH

Services Interested In:

- Custom Font Development (new fonts, modifications)
- Corporate Licenses (Site License, Multi User License)
- Font Embedding License (eBook, Commercial PDFs)
- Fonts for Hard and Software (Bundling, Demo, Licensing)
- Logo Font Development

Company

Name

Adress

Date Signature