



FONT SOFTWARE END USER LICENSE AGREEMENT

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This Font Software End User License Agreement (the "Agreement") becomes a binding contract between you and JAM Type Design (a) when you click on the area marked "ACCEPT LICENSE AGREEMENT," or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email etc.) or, (b) if you are acquiring Font Software on a CD-ROM, DVD or other storage media, when you open the package in which the Font Software is contained. If you do not wish to be bound by the Agreement, you cannot access, Use or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 13 of the Agreement.

You hereby agree to the following:

1. BINDING AGREEMENT

You are bound by the Agreement and you acknowledge that all Use of the Font Software supplied to you by JAM Type Design is governed by the Agreement.

2. LICENSE GRANT

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.

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You may embed the Font Software only into an electronic document that (i) is not a Commercial Product, (ii) is distributed in a secure format that does not permit the extraction of the embedded Font Software, and (iii) in the case where a recipient of an electronic document is able to Use the Font Software for editing, only if the recipient of such document is within your Licensed Unit.

You may embed static graphic images into an electronic document, including a Commercial Product, (for example, a "gif") with a representation of a typeface and typographic design or ornament created with the Font Software as long as such images are not used as a replacement for Font Software, i.e. as long as the representations do not correspond to individual glyphs of the Font Software and may not be individually addressed by the document to render such designs and ornaments.

4. SERVER USE

The Font Software may not be installed or Used on an internal or external (i.e., internet accessed) server unless all Workstations that can access such server are part of a Licensed Unit. For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only: If there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a license must be obtained which creates a Licensed Unit for 25 Workstations.

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You may embed the Font Software in an electronic document solely for print and view and provide such electronic document to a commercial printer for printing only. You may take a copy of the Font Software used for a particular

document to a commercial printer provided that the printer represents to you that it has purchased or been granted a license to use that particular Font Software.

6. ALTERATIONS TO FONT SOFTWARE.

You may not alter Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by JAM Type Design. If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.

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JAM Type Design warrants to you that the Font Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Font Software. To make a warranty claim, you must, within the ninety (90) day warranty period, notify JAM Type Design. The entire, exclusive and cumulative liability and remedy shall be that JAM Type Design will use reasonable efforts to cause the Font Software to conform to the documentation as soon as commercially practicable.

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THE FONT SOFTWARE IS NON-RETURNABLE AND NONREFUNDABLE.

12. TERMINATION.

Upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with the terms of this Agreement, JAM Type Design shall be entitled to terminate this Agreement upon notice by regular mail, telefax or email. The termination of the Agreement shall not preclude JAM Type Design 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 JAM Type Design.

13. TERMS AND CONDITIONS.

By downloading the Font Software, you have agreed to all points made within this agreement.

14. DEFINITIONS:

"BASIC LICENSED UNIT" means up to five (5) Workstations connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive). If you intend to use the Font Software on more equipment than permitted by a Basic Licensed Unit, you must create an Expanded Licensed Unit by obtaining from JAM Type Design, for an additional fee, a license extension for all such equipment.

“COMMERCIAL PRODUCT” means an electronic document or data file created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public) as a commercial product or other result of your business activity. By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods such as clothing) shall not be considered a Commercial Product.

“DERIVATIVE WORK” means binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

“EXPANDED LICENSED UNIT” means the number of Workstations and/or printers with a non-volatile memory contained in your Licensed Unit as agreed between you and JAM Type Design.

“FONT SOFTWARE” means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by JAM Type Design in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

“LICENSED UNIT” means a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used. If you have acquired an entire Font Software Library (that is, a single license for Font Software for 500 or more different typeface designs) then “Licensed Unit” shall mean up to twenty (20) Workstations connected to no more than two (2) printers with non-volatile memories.

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“PERSONAL OR INTERNAL BUSINESS USE” means Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. “Personal or Internal Business Use” shall include Use of the Font Software within your Licensed Unit by persons that are members of your immediate household, your authorized employees, or your authorized agents.

“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. “Use” of the Font Software shall also occur when the software or instructions are executed.

“WORKSTATION” means a hardware component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or implement the Font Software, regardless of the location in which the Font Software resides.

Should you require further information, please do not hesitate to contact JAM Type Design:

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