

STONE TYPE FOUNDRY INC. FONT SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU (HEREAFTER DESIGNATED AS LICENSEE) ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE AND CONTACT STONE TYPE FOUNDRY INC., [HTTP://WWW.STONETYPEFOUNDRY.COM](http://www.stonetypefoundry.com), FOR A REFUND.

1.0 The fonts are being licensed by Stone Type Foundry to the Licensee. By clicking on the “Agree” button above, Licensee agrees to the terms of this Agreement. The fonts contain screen font data, digitally-encoded machine-readable outline font programs (Outline Fonts) and metric information. The screen font data and the Outline Fonts are hereafter called the “Software.”

Limited Warranty

2.0 This Limited Warranty and any implied warranties are for 90 days from the date of delivery. The Software will be free from errors under normal use for a period of ninety (90) days from the delivery date. For the purpose of this Agreement an “error” shall be a flaw in the Software which causes it not to reproduce the typefaces which the Software represents. Licensee must report all defects and return the Software to Stone Type Foundry Inc. within such period to be eligible for warranty service. Stone Type Foundry Inc. will at its option replace the Software not meeting the warranty or refund the license fee for the Software.

a. STONE TYPE FOUNDRY INC. DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR STONE TYPE FOUNDRY’S BREACH OF WARRANTY EXCEPT FOR THE FOREGOING LIMITED WARRANTY, STONE TYPE FOUNDRY INC. MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

b. IN NO EVENT WILL STONE TYPE FOUNDRY INC. BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, OR FOR ANY CLAIM BY ANY PARTY EVEN IF A REPRESENTATIVE OF STONE TYPE FOUNDRY INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

License

3.0 Licensee may use the Software on no more than five (5) computers all of which are owned or controlled by Licensee. The structure and organization of the Software are the valuable property of Stone Type Foundry Inc. Licensee agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software. Licensee agrees not to make or permit to be made any copies of the Software or any portions thereof except specified below. Any such copies of the Software shall contain the same proprietary notices which appear in the Software.

a. Server Deployment. Licensee may install one copy of the Software on one computer file server within Licensee’s Internal Network for the purpose of downloading and installing the Software on up to five (5) other computers within the same Internal Network.

b. Server Use. Licensee may install one copy of the Software on one computer file server within Licensee’s Internal Network for the purpose of using the Software through commands, data or instructions (e.g., scripts) from another computer within the same Internal Network, provided that the

total number of users (not the concurrent number of users) that are permitted to use the Software on such Computer file server does not exceed five (5). No other network use is permitted, including, but not limited to use of the Software, either directly or through commands, data or instructions, from or to a Computer not part of Licensee's Internal Network, for Internet or web hosting services or by any user not licensed to use this copy of the Software under a valid license from Stone Type Foundry Inc..

c. Portable or Home Computer Use. The primary user of the computer on which the Software is installed may install a second copy of the Software for his or her exclusive use on either a portable computer or a computer located at his or her home, provided the Software on the portable or home computer is not used at the same time as the Software on the primary Computer.

d. Backup Copy. Licensee may make a reasonable number of backup copies of the Software, provided Licensee's backup copies are not installed or used for other than archival purposes.

e. Licensee may take a copy of the font(s) Licensee has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process Licensee's file, provided such service bureau has a valid license to use that particular font software.

f. You may embed copies of the font software into your electronic documents for the purpose of printing and viewing the document. No other embedding rights are implied or permitted under this license.

Assignment

4.0 Licensee may assign Licensee's rights under this Agreement to a third party who agrees in writing to be bound by this Agreement prior to the assignment provided that Licensee transfers all copies of the Software and related documentation to the third party or destroys any copies not transferred. Licensee agrees that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act.

Distribution

5.0 This software and the accompanying documentation are copyrighted. Licensee may not distribute copies of this software or accompanying documentation in any form without prior written consent from Stone Type Foundry Inc.

Governing Law

6.0 This agreement will be governed by the laws of State of California.

Unpublished-rights

7.0 Unpublished-rights reserved under the copyright laws of the United States. Stone Type Foundry Inc., P.O. Box 53, Guinda, CA 95637.