

By installing and using the Product, you agree to the following terms and conditions.

1. The Product contains font software programs which generate human readable typeface designs (“Font Software”). You may not install or use the Font Software on any device except one on which you have installed a properly Licensed copy of the Product.

2. The Font Software is supplied to you for Internal Use only. “Internal Use,” as used herein, means use (i) in the course of your customary and ordinary internal business, or (ii) for your personal use. If used in the course of your customary and ordinary internal business, Internal Use shall mean use solely by your authorized agents and employees. If used for personal use, Internal Use shall mean use solely by individuals who reside with you in your household. All such agents, employees and household residents must agree to the terms and conditions of this EULA as a condition of using the Font Software. Internal Use 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.

3. You may not convert the Font Software into a different format. You may not alter or modify the Font Software in any manner which results in the Font Software having different or enhanced functionality than when it was delivered to you as part of the Product.

4. You may use an application program such as Adobe Acrobat to embed the Font Software into an electronic document. You may send such an electronic document to a third party only for the purpose of permitting the third party to view and print the electronic document. Font Software may not be embedded in any format which permits the recipient of an electronic document to install the Font Software or to use the Font Software for any purpose beyond merely viewing and printing the document. You may not embed Font Software into a Commercial Product. A “Commercial Product” is an electronic document which is distributed in exchange for a fee or other consideration. For example, you cannot embed Font Software into an electronic book or magazine which is offered to the public for a fee.

5. Except for the print and view embedding permission granted in paragraph 4 above, you may not copy the Font Software, provided, however, you may make one copy of the Font Software for archival purposes only. The archival copy cannot be distributed and can be used only when you have permanently deleted the original or any copy of the Font Software on your device. You may not reverse engineer, decompile, or take any action which results in or designed to result in gaining access to the source code of the Font Software, except as permitted by law and then only for the purpose of achieving an interoperable program.

6. The Font Software supplied with the Product is proprietary and is protected by U.S. and international copyright and trademark law. All rights not expressly set forth herein are reserved. A breach of this End User License Agreement may subject you to damages and injunctive relief under this Agreement as well as under applicable copyright and trademark law.

7. YOU AGREE THAT THE FONT SOFTWARE IS SUPPLIED TO YOU WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. YOU AGREE THAT THE FONT SOFTWARE IS SUPPLIED WITHOUT ANY WARRANTY THAT THE FONT SOFTWARE IS FREE OF ALL BUGS, ERRORS, AND OMISSIONS. YOU AGREE THAT IN NO EVENT WILL THE PROVIDER OF THE PRODUCT OR ITS SUPPLIERS, INCLUDING THE SUPPLIER(S) OF THE FONT SOFTWARE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOST PROFITS, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY PUNITIVE OR SPECIAL DAMAGES, EVEN IF YOU NOTIFIED THE PROVIDER OF THE PRODUCT AND THE SUPPLIERS OF THE FONT SOFTWARE OF THE POSSIBILITY OF SUCH DAMAGES. You agree that your sole and exclusive remedy and the sole liability

of the provider of the Product and the supplier(s) of the Font Software for defective Font Software is, upon return of the defective Font Software to the provider of the Product, either (and at the sole option of the provider of the Product) (i) the replacement of defective Font Software or (ii) the refund of your Licensee fee paid for such Font Software. Some jurisdictions do not allow the exclusion or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation or exclusion of implied warranties where the product results in physical injury or death so that such limitations or exclusions may not apply to you. In those jurisdictions, you agree that the liability of the supplier of the Font Software for such physical injury shall not exceed one hundred thousand dollars (U.S. \$100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Other than as expressly set forth herein, the Font Software is non-returnable and nonrefundable.

8. This license shall remain in effect so long as you are in material compliance with all of its terms and conditions. If you breach any of the terms and conditions, this license is automatically terminated and you are obligated to destroy the original and all copies of the Font Software. In such event, upon the request of the provider of the Product or the suppliers of the Font Software, you shall provide written certification of such destruction.

9. If you are acquiring Font Software on behalf of any unit or agency of the United States Government, the following provisions shall apply. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in the Rights in Technical Data and computer Software clause at FAR 252.227-7013, subdivision (b) (3)(ii) or subparagraph (c)(1)(ii), as appropriate. Further use, duplication or disclosure is subject to restrictions to restricted rights software as set forth in FAR 52.227-19(c) (2).