

End User License Agreement

GAUTFONTS FONTS FOR COMMERCIAL USE END USER LICENSE AGREEMENT

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WE RECOMMEND THAT YOU PRINT THIS FONTS FOR COMMERCIAL USE END USER LICENSE AGREEMENT FOR FURTHER REFERENCE.

This Commercial Fonts End User License Agreement (the “Agreement”) is a legal, binding agreement between you and GautFonts that governs your use of the purchased Fonts that you license from GautFonts at www.gautfonts.com (the “Commercial Fonts”).

By downloading any of the Commercial Fonts, or by otherwise making use of the same, you accept the terms of this agreement. If you do not wish to be bound by the Agreement, you cannot access, use or download the Commercial Fonts. Please ensure that you have read and understand this Agreement in its entirety before you make use of the Commercial Fonts or before otherwise binding yourself to the same.

All capitalized terms in this Agreement have the meaning as set out and defined in Section 12 below.

You hereby agree as follows:

1. **Binding Agreement.** You are bound by the Agreement and you acknowledge that all use of the Noncommercial Fonts supplied to you by GautFonts are to be used only for the purposes set forth under this Agreement, and only as governed by this Agreement.

2. **License Grant.** GautFonts reserves all rights that are not otherwise expressly granted to you in this Agreement. Subject to the terms and conditions in this Agreement, GautFonts hereby grants a non-exclusive, non-assignable, non-transferable license to utilize the Commercial Fonts for Studio, Commercial and Internal Business Use, including:

(a) To make use of the Commercial Fonts in the course of your organization’s internal activities and day to day operations.

(b) To install the Commercial Fonts on your organization’s internal and remote access desktops, laptops or workstations.

(c) To make use of the Commercial Fonts for creation of documents, printing and preparation of other non-digital publications on desktops, laptops or workstations upon which the Commercial Fonts are installed including, without limitation, the creation of newspapers, magazines, books, zines, print advertising, broadcast advertising, or any other paper publications for commercial distribution.

- (d) To embed the Commercial Fonts in a workflow PDF for the purpose of providing documents to an outside supplier, within flash files for the purpose of creating graphics for web pages, and within image files where the Commercial Fonts form part of an image and where it is not possible to extract the Commercial Fonts in any way.
- (e) To host, store and serve securely the Commercial Fonts from the same devices and location as the other software and assets associated with your organization's domain name(s).
- (f) To use or embed the Commercial Fonts as online fonts for styling HTML and PDF documents.
- (g) To use the Commercial Fonts in the design, set up, or in the content of any web page and/or within any Application belonging to your organization.
- (h) To use the Commercial Fonts to style live text in Applications, including but not limited to software applications, mobile applications built to run natively on mobile operating systems (including, without limitation, iOS, Android and Windows Mobile) and video games.

3. Restrictions on Use. Your license to use the Commercial Fonts for Studio and Commercial Business Use is subject to the following restrictions;

- (a) You agree to ensure that only Authorized Users within your organization are able to access the workstations, desktops or laptops upon which the Commercial Fonts are installed are only accessible by Authorized Users;
- (b) You agree that should you choose to host, store and/or serve securely the Commercial Fonts from the same devices and locations as the other software associated with your organization's domain name, you will take all necessary precautions to prevent downloads of the Commercial Fonts by unlicensed third parties.
- (c) You agree that the use of Third-Party Fonts Hosting Services to host and/or store the Commercial Fonts is expressly prohibited.
- (d) You agree that you will use all reasonable measures to prevent the unauthorized access to the Commercial Fonts used or embedded within HTML and/or PDF documents by unlicensed parties. You acknowledge and agree that you will protect and secure the Commercial Fonts from download, extraction or editing.
- (e) You agree that you may not re-sell or re-distribute the Commercial Fonts themselves, but are permitted to sell and distribute products within which the Commercial Fonts have been integrated or embedded.
- (f) The maximum number of desktops, laptops or workstations onto which the Commercial Fonts may be installed may not exceed the number of desktops, laptops or workstations you indicated on your account at www.gautfonts.com when licensing the Commercial Fonts.

(g) The maximum number of distinct Applications into which the Commercial Fonts may be embedded may not exceed the number of Applications you indicated on your account at www.gautfonts.com when licensing the Commercial Fonts.

(g) The maximum number of distributions of Commercial Fonts in a distinct Application may not exceed the number of distributions specified on your account at located at www.gautfonts.com when licensing the Commercial Fonts.

(h) The Commercial Fonts may only be embedded in an Application where the Commercial Fonts do not represent a substantial component of, and does not represent the primary value or the functionality of the Application into which it will be embedded.

(i) You agree that you will take no action which will have the direct or indirect effect of causing the Commercial Fonts to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

4. Alterations to Commercial Fonts. You may not alter the Commercial Fonts for the purpose of adding any functionality that such Commercial Fonts did not have when delivered to you by GautFonts. If the Commercial Fonts contains embedding bits that indicate that the Commercial Fonts is only authorized only for certain uses, you may not change or alter said embedding bits.

5. Transfer of the Font Software. You may not rent, lease, sublicense, give, lend, or further distribute the Commercial Fonts, or any copy thereof, unless otherwise explicitly authorized under this Agreement. If you are a business or organization, you agree that in case of a reasonable doubt with regard to the proper use of the Commercial Fonts within your organization, upon request from GautFonts or its authorized representative, you will within thirty (30) days fully document and certify that use of any and all Commercial Fonts at the time of the request is in conformity with your valid licenses from GautFonts.

6. Copies. You may not copy the Commercial Fonts, except as expressly provided herein. You may copy and/or share the Commercial Fonts with suppliers for production purposes. You agree that you shall remain responsible for all acts or omissions by any suppliers to whom copies of the Commercial Fonts are provided, and to further ensure that the supplier shall delete any copies of the same once production is complete. You may make a reasonable number of back-up copies of the Commercial Fonts for archival purposes only, and you, or an Authorized User, shall retain exclusive custody and control over such copies. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Commercial Font. Upon termination of the Agreement, you must destroy the original and any and all copies of the Commercial Font.

7. Intellectual and Industrial Property Rights.

(a) You acknowledge and agree that GautFonts owns all rights, title and interest in and to the Commercial Fonts including, without limitation, its structure, organization, code, processes, design, related files, and the intellectual and industrial property rights therein. You may not copy, redistributed, or otherwise use the Commercial Fonts except as expressly provided herein. You further agree that the Commercial Fonts, its structure, organization, code, and related files are valuable property of GautFonts and/or its third-party licensors, and that any intentional or

negligent use of the Commercial Fonts not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

(b) You acknowledge and agree that the Commercial Fonts is protected by the copyright law and other intellectual and industrial property rights of Canada and its various provinces, by the copy right law of other nations, and by any and all relevant international treaties. You agree to treat the Commercial Fonts as you would any other copyrighted material, such as a book.

(c) You agree not to adapt, modify, alter, translate, convert, or otherwise change the Commercial Fonts, except as otherwise expressly permitted within this Agreement. You further agree not to make use of the Commercial Fonts in a manner which would create Derivative works out of the same, except as explicitly permitted within this Agreement. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or instructions of the Commercial Fonts, except to the extent required to obtain sufficient information, not otherwise available, for the purpose of creating an interoperable software program, but only where such sufficient information has been requested from GautFonts in writing, and is not provided in a timely manner, free of charge, by the same.

8. Trademarks. You agree to use the trademarks associated with the Commercial Fonts according to accepted Canadian trademark practices, including the identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Commercial Fonts. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark. You acknowledge and agree that all use of any trademark shall inure to the sole benefit of GautFonts. You agree that you may not change any trademark or trade name designation for the Commercial Fonts. Nothing contained within this Agreement shall be deemed as granting you a license to use any trademark or trade names associated with the Commercial Fonts.

9. Limited Warranty. GautFonts warrants to you that the Commercial Fonts will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Commercial Fonts. To make a warranty claim, you must, within the thirty (30) day warranty period, contact GautFonts and provide sufficient information regarding your acquisition of the Commercial Fonts so as to enable GautFonts to verify the existence and date of the transaction. The entire, exclusive and cumulative liability and remedy shall be that GautFonts will use commercially reasonable efforts to cause the Commercial Fonts to conform to the documentation as soon as commercially practicable. GAUTFONTS DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONTS SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR GAUTFONTS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, GAUTFONTS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL GAUTFONTS BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY

SEEKING SUCH DAMAGES EVEN IF GAUTFONTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some jurisdictions do not allow the exclusions 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 the Agreement are limited to thirty (30) days. You may have other rights that vary from province to province or jurisdiction to jurisdiction. The Commercial Fonts is non-returnable and nonrefundable.

10. Termination. Should you fail to comply with any of the terms of this Agreement, you acknowledge and agree that GautFonts shall be entitled to terminate this Agreement immediately upon written notice by regular mail, telefax or email. The termination of this Agreement shall not preclude GautFonts from suing you for damages of any breach of the Agreement. The Agreement represents the entire understanding between you and GautFonts and may only be modified in writing signed by an authorized officer of GautFonts.

11. Terms and Conditions. You have separately agreed to GautFonts' standard Terms and Conditions (available at: www.gautfonts.com/terms-conditions/) which include, without limitation, provisions relating to governing law and jurisdiction. In the case of a conflict between the Terms and Conditions and this Agreement, this Agreement shall govern and control.

12. Definitions.

“Application” means any computer software or program downloaded and typically installed on a computer or mobile device.

“Authorized Users” means those users permitted to utilize the Commercial Fonts within your organization and shall include your authorized employees, agents or assigns.

“Commercial Fonts” means software or instructions made available for purchase from www.gautfonts.com which, when used on an appropriate device or devices, generate typeface and typographic designs and ornaments. Commercial Fonts shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Commercial Fonts. The Commercial Fonts includes upgrades or updates (each of which may be provided to you by GautFonts in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

“Derivative Work” means binary data based upon or derived from the Commercial Fonts (or any portion of thereof) 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 the Commercial Fonts may be converted.

“GautFonts” means collectively GautFonts, DangFonts, www.gautfonts.com, its successors and assigns, its parent and affiliated corporations.

“Publicly Available Software” means each of: (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standard Source License (SISL); and (7) the Apache Software license.

“Studio, Commercial and Internal Business Use” means use of the Commercial Fonts for profit and/or commercial purposes, whether through a studio, for commercial distribution, or to assist with the internal day to day operations of your organization. Studio, Commercial and Internal Business Use shall include the use of the Commercial Fonts within your organization by members that are your authorized employees, agents, or assigns.

“Third-Party Fonts Hosting Services” means an organization or entity, usually a website, which serves to archive and/or collect fonts, preserve them and finally make them available for Commercial use by the general public.

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