

# End User License Agreement

## GAUTFONTS NON-COMMERCIAL FONTS END USER LICENSE AGREEMENT

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

This Fonts for Non-Commercial Use End User License Agreement (the “Agreement”) is a legal, binding agreement between you and GautFonts which sets out and explains how you can use the free Fonts that you license from GautFonts at [www.gautfonts.com](http://www.gautfonts.com) (the “Non-Commercial Fonts”).

By accessing, downloading or using the Non-Commercial Fonts, you accept the terms of this agreement. If you don’t wish to be bound by the Agreement, you can’t use, access or download the Non-Commercial Fonts. Please make sure that you read the entire Agreement before you make use of the Non-Commercial Fonts or otherwise accept the terms 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 Non-Commercial Fonts for Personal Use and Internal Non-Commercial Business Use. You acknowledge and agree that the license to utilize the GautFonts’ Non-Commercial Fonts is further subject to the following restrictions:

(a) You may not distribute the Non-Commercial Fonts commercially, utilize the Non-Commercial Fonts primarily to gain commercial advantage or monetary compensation, or otherwise make use of the Non-Commercial Fonts in any Commercial Product whatsoever.

(b) You may embed the Non-Commercial Fonts, or any part thereof, only into any electronic document that: (i) is not a Commercial Product, (ii) is not distributed commercially, and (iii) is not intended primarily for commercial use or monetary gain.

(c) You may use or install the Non-Commercial Fonts on an internal or external server, but acknowledge and agree that you shall remain responsible for all acts and omissions of any third parties that have access to such a server.

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

**4. Transfer of the Font Software.** You may not rent, lease, sublicense, give, lend, or further distribute the Non-Commercial Fonts, or any copy thereof, unless otherwise expressly authorized under this Agreement. You acknowledge and agree that you may distribute the Non-Commercial Fonts itself, ie. through a Third-Party Fonts Hosting site, or may distribute links to the source of the Non-Commercial Fonts on [www.gautfonts.com](http://www.gautfonts.com), but only if said distribution is not done primarily for a commercial purpose.

**5. Internal Non-Commercial Business Use.** If you are a business or organization, you acknowledge and agree that GautFonts reserves the right to request, upon reasonable doubt with regarding the proper use of the Fonts Software within your organization, that you provide documentation and certify for GautFonts that any and all use of the Non-Commercial Fonts within your organization conforms with any valid licenses you might have from GautFonts.

**6. Copies.** You may not copy the Non-Commercial Fonts, except as expressly provided herein. You may copy and/or share the Non-Commercial Fonts with suppliers for the production purposes, but only where such production is not intended primarily for a commercial purpose or monetary gain. You agree that you shall remain responsible for all acts or omissions by any suppliers to whom copies of the Non-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 Non-Commercial Fonts for archival purposes, and you agree that you shall retain exclusive custody and control over such copies. As noted above, you are permitted to make and distribute copies of the Non-Commercial Fonts online, so long as these copies are not then used primarily for a commercial purpose. You acknowledge and agree that 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 Non-Commercial Fonts. Upon termination of the Agreement, you must destroy the original and any and all copies of the Non-Commercial Fonts.

## **7. Intellectual and Industrial Property Rights.**

(a) You acknowledge and agree that GautFonts owns all rights, title and interest in and to the Non-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 Non-Commercial Fonts except as expressly provided herein. You further agree that the Non-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 Non-Commercial Fonts not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

(b) You acknowledge and agree that the Non-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 Non-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 Non-Commercial Fonts, except as otherwise expressly permitted within this Agreement. You further agree not to make use of the Non-Commercial Fonts in a manner which would create Derivative works out of the same, except for Personal or Internal Non-Commercial Business Use. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or instructions of the Non-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 Non-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 Non-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 Non-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 Non-Commercial Fonts.

**9. Limited Warranty.** GautFonts warrants to you that the Non-Commercial Fonts will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Non-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 Non-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 Non-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 Non-Commercial Fonts is non-returnable and non-refundable.

**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/](http://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.**

“Commercial Product” means any product in which the Non-Commercial Fonts has been integrated/embedded and which is offered for distribution to the general public (or to some subset of the general public) for a fee or other valuable consideration or as a result of your business activity. Commercial Product shall not mean a document distributed in connection with a commercial transaction in which the consideration is unrelated to said document including, without limitation, any business letters, tickets for events, receipts etc.

“Derivative Work” means binary data based upon or derived from the Non-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 Non-Commercial Fonts may be converted.

“GautFonts” means collectively GautFonts and [www.gautfonts.com](http://www.gautfonts.com), its successors and assigns, its parent and affiliated corporations.

“Internal Non-Commercial Business Use” means use of the Non-Commercial Fonts for your internal business purposes, and shall not mean any commercial or public distribution whatsoever of the Non-Commercial Fonts, or any component or Derivative Work thereof. Internal Non-Commercial Business Use shall include the use of the Non-Commercial Fonts within your organization by members that are your authorized employees, agents, or assigns.

“Non-Commercial Fonts” means the software or instructions made available for free on [www.gautfonts.com](http://www.gautfonts.com) which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Non-Commercial Fonts shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Non-Commercial Fonts. The Non-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.

“Personal Use” means use of the Non-Commercial Fonts for your customer personal purpose, and shall not mean any commercial distribution whatsoever of the Non-Commercial Fonts or any component or Derivative Work thereof. Personal use of the Non-Commercial Fonts shall include use by those individuals who are members of your immediate household and/or immediate family members.

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

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