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• any attempt to rectify the failure has been made by or on your behalf has not been made;
• the failure is not attributable to causes external to the Font Software; or
• the Font Software has not been used outside of the parameters granted.
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This clause sets out CoType Foundry’s entire liability to you for (a) a breach of this Agreement and (b) any statement, representation, tortious act or omission (including negligence) arising under this Agreement. This includes CoType Foundry’s liability for acts or omissions of our employees, agents, subcontractors or consultants.

Any and all other warranties, conditions or other terms implied by statute or common law are, as far as legally possible, excluded.

CoType Foundry shall not be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. CoType Foundry’s liability for all other claims which arise in connection with this Agreement shall be limited to the monies paid by you in the 12 months immediately preceding the date of the event giving rise to the claim.

Nothing in this section, or elsewhere in this Agreement, excludes or limits CoType Foundry’s liability for:
• death or personal injury resulting from negligence; or
• any damage or liability you incur as a result of fraud or fraudulent misrepresentation by CoType Foundry.

7. Termination
Without prejudice to any other rights or remedies which it may have, CoType Foundry may terminate this Agreement without liability to you immediately on giving written notice to you if:
• you commit any remediable material breach of its obligations under this Agreement which is not remedied within 30 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied; or
• you commit any non-remediable material breach; or
• you become, in the reasonable opinion of CoType Foundry, unable to pay your debts.

On termination of this Agreement for any reason:
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You agree to inform your employees or any other person having access to the CoType Foundry software and copies thereof, of the terms and conditions of this Standard License Agreement and to ensure that they shall strictly abide by these terms and conditions. You agree that you will not export or re-export the Software in any form without the appropriate United Kingdom and foreign government licenses. You agree not to sublicense, sell, lease or otherwise transfer the electronic data without the prior written consent of CoType Foundry.

9. Events beyond Reasonable Control
CoType Foundry will not be liable for a delay or failure to perform its obligations if the delay or failure results from circumstances beyond its reasonable control. This includes (but is not limited to) acts of God, flood, fire, accident or impossibility of obtaining materials.

10. Assignment
You may not assign, charge, sub-contract, sub-license (unless expressly permitted to do so in this Agreement) or otherwise dispose of any of its rights or obligations under this Agreement without CoType Foundry’s prior written consent.
11. Severability
If any provisions of this Agreement are held to be invalid, illegal or unenforceable, then such provision(s) shall be severed from it, and the validity, legality and enforceability of its remaining provisions shall not be affected or impaired.

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