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All amounts are due immediately on acceptance of this EULA and, for the avoidance of doubt, no refunds or cancellations will be granted.

Please read all of the EULA before agreeing to be bound by its terms and conditions.

CoType Foundry operates exclusively on a B2B basis, it does not contract directly to the general public. It does not deal with consumer sales and/or licensing. By continuing you are confirming that you are not a consumer for the purposes of the Consumer Credit, Consumer Rights, and Sale of Goods legislation and that you are in business and placing an order for the purpose of that business and not for personal use.

You hereby agree to the following:

1. Grant Of License

Upon payment in full, CoType Foundry will grant you a non-exclusive, terminable and non-transferable license to use the CoType Foundry Font Software in accordance with the following terms and conditions. You may not exceed the scope of this license. If you have negotiated and agreed to any additional terms and conditions, those must be in writing and signed or sent by CoType Foundry and must incorporate this Agreement by reference.

Use of the Font Software is limited to Personal or Internal Business Use only. For the purposes of this Agreement, “Font Software” shall be defined as the design of the Fonts together with the Font Software which, when used generates the typeface, typographic designs and, if applicable, ornaments or other designs.

This electronic data may be installed on not more than two (2) devices, such as desktop or laptop computer workstations, notebooks, netbooks, tablets, and/or smartphones. If the CoType Foundry Font Software is to be installed on more than two (2) devices, an additional End User License must be purchased for each additional device. If you wish to install on a server, please contact us. If you are a company purchasing a multi-user license for your employees, your employees may use the Font Software anywhere in the world, subject to the terms of this Agreement. You must notify all employees of the terms and conditions of this Agreement and you are responsible all actions of the employees.

2. Pricing

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It is a breach of this license agreement to use the product in any way that infringes the rights of any third party under copyright, trademark, patent or any other laws. In the event of infringing uses by you, this license immediately terminates and you are solely responsible for any such infringing uses including all legal and other damages that may be incurred.

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7. Limited Warranty

If the media or the Font Software contained in this CoType Foundry product is found to be defective within 90 days of the date of delivery to you, CoType Foundry will provide suitable replacements at no charge to you, provided you can provide proof of purchase. The entire risk of performance and quality of this product is with you. CoType Foundry does not warrant that this product will operate with all other software products, or that it will satisfy your requirements. CoType Foundry entire liability to the Licensee will not extend beyond replacement of defective media or refund of the purchase price.

This warranty shall only apply as long as:

the failure of the Font Software is not a result of any modification of the Font Software other than made by or on behalf of CoType Foundry;

- 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.

8. Limitation of Liability

This clause sets out CoType Foundry 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.

9. 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:

you shall immediately and irretrievably delete the Font Software (including your archival copies) from your systems; and any licence granted shall immediately terminate.

10. General

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.

11. 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.

12. 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.

13. 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.

14. Waiver

Waiver of any right(s) at any time shall not constitute waiver of any right(s) at any future time.

15. License Agreement

This Agreement represents the entire License Agreement between CoType Foundry (Licensor) and You (Licensee). You acknowledge that you have read and understood this Agreement and that by using the software you agree to be bound by its terms and conditions. This agreement supersedes any other (CoType Foundry) Standard License Agreement, which may have been included with the Font Software or previously displayed on the cotypefoundry.com website.

No variation of the terms of this Agreement or any different terms will be enforceable in the absence of an express written amendment, or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be

replaced by CoType Foundry with a provision that effects the intent of the invalid provision. CoType Foundry (Licensor) expressly reserves the right to amend, modify or change this Standard CoType Foundry License Agreement at any time without prior notification.

Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After any termination of the agreement you must destroy any copies of the fonts, including your archival copies.

16. Proper Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

Any and all rights not expressly granted in this Agreement are reserved to CoType Foundry.

If you have any questions concerning this Agreement or any matters regarding our products, please email: info@cotypefoundry.com