

Webfont License End User License Agreement (EULA)

Hurme Design
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- 6. Choice of Law.** You expressly agree that this Agreement shall be governed by the laws of Finland as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of the courts and the geographic location selected by HURME for the purposes of resolving any dispute arising under this Agreement and You expressly waive all defenses arising out of the selection of the jurisdiction and forum elected by HURME for the resolution of any dispute and agree to service of process by certified mail or by recognized courier such as FedEx or DHL. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement may only be modified in writing, signed by an authorized officer of HURME.
- 7. No Other Agreements.** This Agreement represents the complete and exclusive statement of the agreement between You and HURME and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different terms will be enforceable against HURME 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 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 with a provision that effects the intent of the invalid provision.
- 8. Compliance with Law and Export Restrictions.** You agree be responsible for compliance with all laws and regulations, foreign and domestic, relating to the control of exports or the transfer of technology as they relate to Your Order Receipt and use of the Font Software.
- 9. Severability.** 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 HURME with a provision that most closely affects the intent of the invalid provision.
- 10. Miscellaneous.**

 - 10a.** This License may be amended by the written agreement of the parties. HURME expressly reserves the right to amend or modify future versions of this License Agreement at any time and without prior notification.
 - 10b.** The waiver of any obligation, term and/or condition of this Agreement shall not constitute an ongoing or permanent waiver of any obligation, term or condition of this Agreement.
 - 10c.** The numberings of the various sections are for convenience only and shall not affect or control the interpretation and enforcement of this Agreement.