Desktop License End User License Agreement (EULA)

Hurme Design 2018

This End User License Agreement (hereinafter, "EULA," "License," "Agreement" or "License Agreement") is a legal agreement between you and HURME DESIGN OY ("Hurme") for the use of the Font Software associated with this License Agreement. By downloading the Font Software or installing, copying, accessing or otherwise using the Font Software, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, do not download, install or use the Font Software.

- 1. **Definitions.** "Font Software" is digital software that generates typeface and/or the designs embodied therein when used with computers and other software (hereinafter "Font Software" or "Font[s]"). The Licensed Party is the individual, company, or company purchasing this License is one (1) person using one (1) personal computer owned by ("Licensed Party" or "You").
- **2. Grant of License.** Upon payment in full, Hurme will grant you a non-exclusive, terminable License to use the Font Software and the designs embodied therein together with any accompanying documentation, each in accordance with the terms and conditions of this Agreement.

You may install the Font Software on the number of computers identified in the Order Receipt of your purchase, each of which must be owned by the Licensed Party. Use of the Font Software on a portable computer is permitted provided that the portable computer is owned by the Licensed Party and is not used to permit use of the Font Software by more than the number of Users authorised under this Agreement.

If at any time your use of the Font Software exceeds that permitted in the applicable License, you agree to immediately notify Hurme and purchase the appropriate license.

3. One Back-Up. You are permitted to make one (1) back-up copy of the Font Software for archival purposes only. Unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the original Font Software and/or the back-up copy is a material breach of this Agreement and will result in immediate termination of this License.



- **4. Use by Third Parties.** If you are a design consultancy, advertising agency, or purchasing this License for use by your client, You need to also purchase a license appropriate for your client's needs. Specifically, if your client will need copies of the Font Software and use copies of the Font Software, separate from your own uses, your client must also purchase a license for their own uses.
- 5. No Modification or Customization. You are not permitted to alter the Font Software in any manner whatsoever. You are not authorized to make, or hire others to make, custom or derivative versions of the Font Software. You are not permitted, by way of example not limitation, to decompile, reverse engineer, disassemble, modify, alter or change the software or any associated embedding bits. You hereby acknowledge that the unauthorized modification or customization of the Font Software shall be an infringement of Hurme Design's rights, causing significant monetary harm. If you are interested in utilizing a customized Font, contact Hurme Design for more information.
- 6. Exclusive Ownership. Hurme Design, its successors and assigns retain all right and title to their respective software, trademarks, copyrights and the designs embodied in the Font Software. You agree not to copy the Font Software or create derivative works based upon the Font Software and/or the design embodied in the Font Software. You hereby agree that this term is contractual in nature and that the unauthorized use of the design of the Font and/or the Font Software shall be an infringement of Hurme Design's rights, causing irreparable harm and significant monetary damages which cannot be readily estimated. You further agree that Hurme Design shall be entitled, without the obligation of bond, to seek injunctive relief to prevent such harm.
- 7. Limited distribution. You are permitted to make a temporary copy of the Font Software for use by a commercial printer or service bureau solely for use in the production of your own materials. Copying and distribution to commercial printers or service bureaus is limited to those who clearly state that they are duly licensed to use the Font Software. You are further permitted to include a temporary copy the Font Software with a document solely for the purposes of facilitating your personal printing and/or viewing of the document provided that the service bureau and/or printer agrees to destroy the temporary copy of the Font Software after the use for your benefit.
- 8. PDF embedding. You are permitted to embed the Font Software in Adobe® Acrobat® (PDF) documents, solely for the purposes of presenting information and designs to others or for sending designs to a service bureau or printer for output or other preparation for production. You hereby agree that any PDF shall be made in a secure manner that allows only viewing and printing of the PDF, and not the editing or alteration of the content. Font Software shall be SUBSET when embedded and the PDF document shall be set as NON-EDITABLE. If you are not sure how to subset and/or create non-editable PDFs, consult the manual or publisher of the software application from which you are exporting PDFs. You are not permitted to embed the entire character set or substantially all of the character set comprising any Font that is subject to this License. Use of Font Software in PDF documents for sale or products utilizing other forms of embedding of the Font Software for sale (for example as part of a commercial product such as a design template or an electronic book or use with a mobile device) is prohibited, and requires the purchase of a special license.



- 9. Internet use. You are permitted to use the Font Software to make GIF, JPEG, and PNG pixel-based images for use on the Internet as part of a website design provided that the image creation is not automated or animated and the images are made personally by a Licensed User and not generated by a server, and that no embedding or other transmission of the Font Software is made possible. Embedding the Font Software in Web pages is expressly prohibited. You are not permitted to use the Font Software in connection with embedded font objects or by any other means that embed the Font Software for the purposes of displaying the Fonts on the Internet or on wireless Web browsers.
- **10. Restrictions.** Use of the Font Software in any of the following circumstances and/or applications is NOT permitted without first obtaining the appropriate special licensing from HURME DESIGN:
 - **10a.** ALPHABET OR LETTERFORM-RELATED PRODUCTS FOR RESALE OR LETTER-FORM-CREATION PRODUCTS OR DEVICES OR ON PRODUCTS FOR SALE.
 - **10b.** EMBEDDING IN SOFTWARE AND/OR IN ELECTRONIC DEVICES; ELECTRONIC BOOKS, ALL GAMING USES AND/OR DEVICES.
 - **10c.** STORING, CACHING, SERVING OR OTHERWISE PROVIDING ACCESS TO THE FONT SOFTWARE TO THIRD PARTIES VIA THE INTERNET FOR USE OR DISPLAY ON THE INTERNET, IRRESPECTIVE OF THE FORMAT OR TECHNOLOGY USED.
 - **10d.** USE IN FILM AND/OR USE IN TELEVISION OR BROADCAST VIA CABLE TELE-VISION OR ON THE INTERNET AS WEBFONTS.
 - **10e.** INSTALLATION OF THE FONTS ON A SERVER FOR SERVING FONTS TO USERS.

If you wish to use the Font Software in a manner that is restricted under this License, contact HURME DESIGN for information about special licensing.

- 11. Trademarks. In the event you identify the Fonts used on your products or work product, you hereby agree to identify the Font Software by name (trademark) and the owner of the trademark in any such credits. All use of the trademark associated with the Font Software inures solely to the benefit of the trademark owner. No ownership rights are granted under this License Agreement. HURME DESIGN reserves all rights not expressly granted herein.
- 12. Transfer of license. You are permitted to transfer this License to use the Font Software one (1) time only and only to another end user. Under no circumstances are you permitted to purchase this License for resale purposes. Upon transfer of this License, you agree that (i) You will transfer the original Font Software together with all documentation, (ii) Any such transfer is not by consignment or other indirect means, (iii) The new Licensee reads, understands and agrees with the terms of this License, and (iv) You will destroy all other copies on the Font Software and any documentation remaining in your possession. Upon transfer of the Font Software, you are not permitted to retain copies for yourself, lend or otherwise provide copies of the Font Software to commercial printers or service bureaus.



- 13. Warranties. HURME DESIGN will, at its sole discretion, either replace the Font Software or refund the Licensing fee in the event the Font Software does not perform substantially in accordance with the Documentation provided that any such claim is submitted within thirty (30) days of purchase of this License. To submit a claim, you must return the Font Software to HURME DESIGN or place of purchase together with a copy of your Order Receipt and certify that no copies remain in your possession or control. You expressly acknowledge and agree that use of the Font Software is at your sole risk. The Font Software and related documentation are provided "AS IS" and, except as noted herein, is without warranty of any kind and HRUME DESIGN hereby EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HURME DESIGN DOES NOT WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE FAIL-SAFE OPERATION MAY BE REQUIRED. THE FONT SOFTWARE MAY NOT BE USED IN MANUFACTURING, NAVIGATION, AND CONTROL EQUIPMENT OR IN ANY OTHER CIRCUMSTANCES WHERE THE USE OR FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. UNDER NO CIRCUMSTANCES SHALL HURME DESIGN BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. HURME DESIGN's liability to you shall in no event exceed the refunding of the cost of the Licensing fee or replacement of the Font Software, either at HURME DESIGN's sole discretion.
- 14. Other law. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or implied warranties. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY-DAY (30-DAY) WARRANTY PERIOD OR AS OTHERWISE REQUIRED UNDER APPLICABLE LAW. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY-DAY (30-DAY) WARRANTY PERIOD. The exclusions noted above may not apply to you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days.
- 15. Termination. This License Agreement is effective as of the date of full payment for the License. This License Agreement may be terminated by you at any time by destroying the Font Software together with any printed material and any copies of the Font Software. This License Agreement may be terminated without notice if you breach and/or fail to comply with any term contained herein.



- 16. Governing law. You expressly agree that this Agreement shall be governed, enforced and construed in accordance with the laws of the Finland as they apply to contracts entered into and wholly performed therein and without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction and you expressly agree that the courts most convenient to HURME DESIGN for the enforcement of its rights under law and this Agreement shall have exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement and you hereby waive any defenses arising out of the choice of law or forum identified herein and expressly consent to service of process by Certified Mail, return receipt requested. You agree that any breach of this Agreement shall cause irreparable harm and that such damages cannot be estimated and that HURME DESIGN shall be entitled to seek equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions, each, without the obligation of a bond. HURME DESIGN expressly reserves any and all rights.
- 17. Compliance with law and export restrictions. With respect to the software licensed to you under this Agreement, you agree be responsible for compliance with all laws, foreign and domestic relating to the control of exports or the transfer of technology.
- **18. 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 DESIGN with a provision that most closely effects the intent of the invalid provision.
- **19. Entire agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties.
- **20. Headings.** The captions of the sections of this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

