

Single User Font Software License Agreement

1. PARTIES & GRANT OF LICENSE

The Font Bureau, Inc. (hereinafter "Licensor") having an office at 50 Melcher Street, Suite #2, Boston, Massachusetts 02210 grants to the purchaser of this typeface package (hereinafter "Licensee") a non-transferable, non-exclusive right to use the Fonts (collectively and hereinafter "Font Software") accompanying this document (hereinafter "Agreement") on a total of not more than one (1) computer and/or Central Processing Unit (CPU).

2. TERMINATION

Licensor may terminate this Agreement for any material breach of this Agreement by Licensee upon thirty (30) days written notice to Licensee. The written notice shall identify the alleged breach(es) by Licensee and request a cure. If Licensee fails to cure the breach(es) within the thirty (30) day period, this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, Licensee is required return all original Font Software and any accompanying written material to Licensor. Licensee shall also destroy all copies of the Font Software and certify to Licensor that all copies of the Font Software have been destroyed. In the event of termination due to breach by Licensee, nothing herein shall be construed as a waiver of any of Licensor's rights or remedies under Equity or Law.

3. PERMITTED USES AND RESTRICTIONS

Licensee may make one copy of the Font Software for back-up purposes only. The back-up copy must contain all the data contained in the original Font Software. Any back-up copy must prominently display all copyright and trademark notices present on the original Font Software. Except as expressly permitted in this agreement, Licensee agrees not to decompile, reverse engineer, disassemble, modify, in whole or in part, the Font Software, or rent, lease, loan, network, sub-license or distribute the Font Software, in whole or in part, to any third party. Such third parties include, but are not limited to, clients, printers and service bureaus. Licensee agrees not to create derivative works based upon the design embodied in the Font Software or the Font Software itself. Licensee agrees not to reformat the Font Software or regenerate the Font Software in formats not supplied to Licensee by Licensor. Except as permitted herein, Licensee agrees not to copy any written material which may accompany the Font Software.

4. EMBEDDING RESTRICTED

(a) Except as may be specifically permitted herein, all embedding and transmission of the Font Software is prohibited. By way of example, not limitation, formats that may contain embedded fonts include, but are not limited to the .pdf (Acrobat), Web Embedding Font Technology (WEFT), Flash and the TruDoc formats. The Font Software has been created using embedding bits which are intended to prevent editing of a file containing the embedded Font Software. Licensee hereby agrees not change, alter or otherwise modify the Font Software or the embedding bits characteristics of the Font Software. Licensee agrees to exercise its best efforts to prevent the transfer of the Font Software to unauthorized users when embedding the Font Software. (b) Licensee is authorized to create non-editable .pdf formatted documents using the Font Software for the purposes of output printing at a service bureau or printer. (c) Licensee is not permitted to distribute documents using or containing embedded copies of the Font Software on the Internet or for other forms of distribution or downloading to unauthorized users. Such activities require the purchase of a license upgrade. If you wish to publish documents created by the embedding of the Font Software on the Internet or wish to otherwise distribute or make such documents available for downloading to parties not licensed under this Agreement you must contact the Font Bureau to purchase the appropriate license upgrade. (d) Licensee is not permitted to create or distribute to unlicensed parties documents or graphics containing an embedded copy of the Font Software containing a facsimile of the entire or substantially all of the character set of the typeface design embodied in the Font Software.

5. ASSIGNMENT

Licensee may not transfer or assign any right granted under this Agreement. In the event of Bankruptcy on the part of Licensee, this Agreement shall automatically terminate.

6. ALL RIGHTS RESERVED

The Font Software is the exclusive property of the Licensor. The Font Software contains copyrighted material, trade secrets, proprietary material and may be accompanied with other Confidential Information of the Licensor. The Font Software is protected under the laws of the United States and other International Treaty Provisions. This Agreement shall not be construed as transferring any rights other than those expressly permitted herein. Licensor reserves all copyrights, trademarks and any other form intellectual property rights in and to the Font Software.

7. COMPLIANCE WITH LAWS

Licensee shall be responsible for compliance with all laws, foreign and domestic, including but not limited to, all United States laws and regulations relating to the control of exports or the transfer of technology.

8. CONFIDENTIALITY

Licensee shall take all reasonable steps to safeguard the Font Software from any unauthorized use, duplication, sublicensing or distribution. Furthermore, Licensee shall retain all Confidential Information furnished by Licensor in connection with or derived from the Font Software in strictest confidence and shall not publish or disclose such Confidential Information at any time during the term of this Agreement or after its termination. Licensee further agrees that the terms and provisions of this Agreement shall remain Confidential.

9. LIMITATION OF LIABILITY

Licensee expressly acknowledges and agrees that use of the Font Software is at Licensee's sole risk. Except as may be otherwise provided for herein, the Font Software and related documentation is provided "AS IS" and without warranty of any kind and Licensor EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR 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 INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE THE FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. THE FONT SOFTWARE IS NOT FAULT TOLERANT AND IS NOT INTENDED FOR USE IN THE CONTROL OR OPERATION OF PROCESS CONTROL DEVICES OR EQUIPMENT FOR MANUFACTURING, OR FOR USE IN NAVIGATIONAL DEVICES. THE FONT SOFTWARE IS NOT CLOCK SENSITIVE. THE PROPER FUNCTIONING OF THE FONT SOFTWARE IS DEPENDENT UPON THE LICENSEE'S UTILIZATION OF YEAR 2000 (Y2K) COMPATIBLE HARDWARE AND SOFTWARE. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE 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. Licensor's liability to Licensee shall in no event exceed the replacement cost of the Font Software.

10. OTHER LAW

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special damages, or implied warranties. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY (30) DAY WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY (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 or the shortest period of time allowed by law, which ever is less.

11. GOVERNING LAW AND ARBITRATION

The validity, construction, and performance of this agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict of laws principles. Licensor and Licensee agree to settle all disputes, controversies, or claims relating to or arising from this Agreement in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("CAAA Rules") in effect as of the Effective Date of this Agreement and in accordance with the applicable laws of the Commonwealth of Massachusetts. All Arbitration Conferences and Hearings will be held in Boston, Massachusetts. In all other circumstances, the parties to this Agreement specifically consent to the jurisdiction of the state and federal courts of Massachusetts over any action arising out of or related to this Agreement. Licensor expressly reserves any and all rights to pursue equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions, irrespective of the CAAA Rules.

12. 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 Licensor with a valid and enforceable provision that most closely effects the intent of the invalid provision.

13. WAIVER

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether express or implied, of any breach or default by the other party, shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties concerning the Font Software.

15. CAPTIONS

The captions of the sections of this 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.