

Harris Design EULA

HARRIS DESIGN END USER LICENSE AGREEMENT

We recommend that you print this
End User Agreement for further reference.

This Harris Design End User Agreement (the "Agreement") becomes a binding contract between you and Harris Design (a) when you acquire and/or use any font designed by Harris Design. If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read all of the Agreement before you agree to be bound by its terms and conditions.

You hereby agree to the following:

- 1.** You are bound by the Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by HD is governed by the Agreement.
- 2.** "HD" as used herein shall mean collectively Harris Design, its successors and assigns, its authorized distributors, and any third party which has licensed to HD any or all of the components of the Font Software supplied to you pursuant to the Agreement.
- 3.** "Font Software" as used herein shall mean software which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.
- 4.** "Basic Licensed Unit" as used herein shall mean up to five (5) Workstations (as defined herein) connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive), all located at a single geographic location. If you intend to use the Font Software on more equipment than permitted by a Basic Licensed Unit, you must create an "Expanded Licensed Unit" by obtaining from HD, for an additional fee, a site license for all such equipment. "Licensed Unit" as used herein shall mean a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used.
- 5.** "Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
- 6.** "Derivative Work" shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.
- 7.** "Personal or Internal Business Use" shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. "Personal or Internal Business Use" shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorized employees, or your authorized agents. All such household members, employees and agents shall be notified by you as to the terms and conditions of the Agreement and shall agree to be bound by it before they can have Use of the Font Software.
- 8.** "Workstation" as used herein shall mean a component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
- 9.** "Commercial Product" as used herein shall mean an electronic document or data file created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public) as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is

unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods such as clothing) shall not be considered a Commercial Product.

10. You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font Software (i) only in a Licensed Unit, (ii) only for your Personal or Internal Business Use, and (iii) only subject to all of the terms and conditions of the Agreement. You have no rights to the Font Software other than as expressly set forth in the Agreement. You agree that HD owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademarks rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of HD and that any intentional Use of the Font Software not expressly permitted by the Agreement constitutes a theft of valuable property. All rights not expressly granted in the Agreement are expressly reserved to HD. You may not use the Font Software to electronically distribute a Commercial Document without a separate license from HD authorizing you to do so.

11. You may install and Use the Font Software on a single file server for Use on a single local area network ("LAN") only when the Use of such Font Software is limited to the Workstations and printers that are part of the Licensed Unit of which the server is a part. For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only: If there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a site license must be obtained creating a Licensed Unit for 25 Workstations. The Font Software may not be installed or Used on a server that can be accessed via the Internet or other external network system (a system other than a LAN) by Workstations which are not part of a Licensed Unit.

12. You may electronically distribute Font Software embedded in a "Personal or Internal Business Use" document (that is, a document other than a "Commercial Product" as defined herein) only when the Font Software embedded in such document (i) is in a static graphic image (for example, a "gif") or an embedded electronic document, and (ii) is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. You may not embed Font Software in a Commercial Product without a separate written license from HD, and you may not embed Font Software in an electronic document or data file for any reason other than your own Personal or Internal Business Use.

13. You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by HD. If the Font Software contains embedding bits that limit the capabilities of the Font Software, you may not change or alter the embedding bits. Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. If you have reason to believe that a recipient of an electronic document possesses the capability to edit, alter, enhance, or modify such electronic document even though you have distributed it in a format which does not permit such editing, alteration, enhancement, or modification, you shall not transmit such document to such person.

14. You may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document but only if the printer or service bureau represents to you that it has purchased or been granted a license to use that particular Font Software.

15. You acknowledge that the Font Software is protected by the copyright and other intellectual property law of the United States and its various States, by the copyright and design laws of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from Font Software or any portion thereof. You further agree not to use Font Software in connection with software and/or hardware which create Derivative Works of such Font Software. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this proviso, you may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is

not provided by HD upon written request). You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of HD. You may not change any trademark or trade name designation for the Font Software.

16. You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, and (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device. If you are a business or organization, you agree that upon request from HD or HD's authorized representative, you will within thirty (30) days fully document and certify that use of any and all HD Font Software at the time of the request is in conformity with your valid licenses from HD.

17. You may make one back-up copy of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.

18. HD warrants to you that the Font Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Font Software. To make a warranty claim, you must, within the ninety (90) day warranty period, return the Font Software to the location from which you obtained it along with a copy of your receipt or, if such Font Software is acquired on-line, contact the on-line provider with sufficient information regarding your acquisition of the Font Software so as to enable HD to verify the existence and date of the transaction. If the Font Software does not perform substantially in accordance with its documentation, the entire, exclusive, and cumulative liability and remedy shall be limited to the refund of the license fee you paid to HD to obtain delivery of the Font Software. **HD DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR HD'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by the Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation of implied warranties where the product results in physical injury or death so that such limitations may not apply to you. In those jurisdictions, you agree that 's liability for such physical injury or death shall not exceed One Hundred Thousand Dollars (U.S. \$100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction. The Font Software is non-returnable and nonrefundable.

19. The Agreement will be governed by the laws of Illinois applicable to contracts wholly entered and performable within such state. All disputes related to the Agreement shall be heard in the Circuit Court of Cook County, Illinois, U.S.A. or the United States District Court for the Northern District of Illinois, Chicago, Illinois U.S.A. Both you and agree to the personal jurisdiction and venue of these courts in any action related to the Agreement. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

20. The Agreement shall automatically terminate upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with its terms. The termination of the Agreement shall not preclude from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of . You agree that

the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

21. You have the rights expressly set forth in the Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions. All rights reserved. Notwithstanding the foregoing, to the extent that any law, statute, treaty, or governmental regulation shall be deemed by a court of competent jurisdiction to provide you with any additional or different rights from those provided herein and such rights shall be deemed non-waivable as a matter of law and to supersede the rights specifically provided herein, then such law, statute, treaty, or governmental regulation shall be deemed to be made a part of the Agreement. To the extent that any such rights created by any law, statute, treaty or governmental regulation are waivable, you agree that your acceptance of the Agreement shall constitute an effective and irrevocable waiver of such rights. The Agreement may be enforced by or by an authorized dealer acting on behalf of.

22. If this product is acquired under the terms of a (i) GSA contract - use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract, (ii) DOD contract - use, duplication or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013; (iii) Civilian agency contract - use, reproduction, or disclosure is subject to FAR 52.277-19(a) through (d) and restrictions set forth in the Agreement.

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