

The Type Founders, LLC dba Greg Thompson Type Desktop EULA

Font Software For Desktop End User License Agreement.

WE RECOMMEND THAT YOU PRINT THIS FONT SOFTWARE FOR DESKTOP END USER LICENSE AGREEMENT FOR FURTHER REFERENCE.

If you have any questions about this agreement, please email info@gregthompsonstype.com.

This Font Software For Desktop End User License Agreement (the Agreement) is a legal agreement between you and The Type Founders, LLC dba Greg Thompson Type that governs the use of the Font Software that you license from The Type Founders, LLC dba Greg Thompson Type, and which are accompanied by or refer to this Agreement. This Agreement becomes a binding contract between you and The Type Founders, LLC dba Greg Thompson Type when you click on the area marked ACCEPT LICENSE AGREEMENT, or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email etc.). If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 9 of the Agreement.

You hereby agree to the following:

1. Binding Agreement.

You are bound by the Agreement and you acknowledge that all use of the Font Software supplied to you by The Type Founders, LLC dba Greg Thompson Type for the purposes set forth under this Agreement is governed by this Agreement.

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You are hereby granted, subject to all of the terms and conditions herein, a worldwide (subject to the Export section of The Type Founders, LLC dba Greg Thompson Type's standard Terms and Conditions of Business), non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to allow your Licensed Desktop Users to:

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3. License Limitations and Reporting.

The maximum number of Licensed Desktop Users who may exercise the rights granted to you on your behalf may not exceed the number of Licensed Desktop Users indicated in your Account or transaction documentation such as a receipt or an invoice when licensing the Font Software. You are responsible for compliance with the terms of this Agreement by all such Licensed Desktop Users.

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You agree that The Type Founders, LLC dba Greg Thompson Type owns all right, title, and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial 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 The Type Founders, LLC dba Greg Thompson Type and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

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The Type Founders, LLC dba Greg Thompson Type warrants to you that the Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, you must notify The Type Founders, LLC dba Greg Thompson Type in text form within the Warranty Period, which could include via an email to info@gregthompson.com and provide sufficient information regarding your licensing of the Font Software so as to enable The Type Founders, LLC dba Greg Thompson Type to verify the existence and date of the transaction. The entire, exclusive, and cumulative liability and remedy shall be that The Type Founders, LLC dba Greg Thompson Type will use reasonable efforts to cause the Font Software to effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards as soon as commercially practicable. THE TYPE FOUNDERS, LLC DBA GREG THOMPSON TYPE DOES NOT WARRANT THE

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7. Termination.

Upon failure by you or your Licensed Desktop User to comply with the terms of this Agreement, The Type Founders, LLC dba Greg Thompson Type shall be entitled to terminate this Agreement upon notice by regular mail, paid carrier or email. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software. The termination of the Agreement shall not preclude The Type Founders, LLC dba Greg Thompson Type 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 The Type Founders, LLC dba Greg Thompson Type.

8. Terms and Conditions.

You have separately agreed to The Type Founders, LLC dba Greg Thompson Type's standard Terms and Conditions of Business which include provisions relating to governing law and jurisdiction, export restrictions and U.S. government contracts. In the case of a conflict between The Type Founders, LLC dba Greg Thompson Type's standard Terms and Conditions of Business and this Agreement, this Agreement shall control.

9. Definitions:

Account means your account at the The Type Founders, LLC dba Greg Thompson Type website through which you purchased the Font Software license that is subject to the terms of this Agreement.

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Derivative Work means a work, including but not limited to software or data based upon or derived from the Font Software (or any portion of Font Software) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

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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. Use of the Font Software shall also occur when the software or instructions are executed.

Workstation means a hardware component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or implement the Font Software, regardless of the location in which the Font Software resides.

Warranty Period means the period of validity of the warranties given by The Type Founders, LLC dba Greg Thompson Type in this Agreement. The Type Founders, LLC dba Greg Thompson Type's standard Warranty Period is ninety (90) days from delivery.