

EULA

This license agreement for Font Software becomes a legally binding contract between the licensee and Jan Matoušek when the licensee agrees to the Terms of Condition in an electronic delivery method or purchases the Font Software on a storage medium and opens the packaging containing the typefaces. If the licensee refuses to accept a contractual obligation through this license agreement, he is not permitted to download, access, and/or use the Font Software. The licensee is required to thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

1.1

The Font Software underlying this contractual agreement is the intellectual property of Jan Matoušek. The term “Font Software” includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software to which the licensee, i.e. a natural person and legal person or, within the scope of a legal person, a subsidiary with majority share, has accordingly been granted a license. The Font Software remains and shall remain, now and in the future, the property of Jan Matoušek.

1.2

Upon full payment of the agreed-upon usage fee, Jan Matoušek grants the licensee the non-exclusive, non-transferable right to simultaneously use or store the Font Software on a maximum of 5 (five) computers (workstations) or by a maximum of 5 (five) users at one single geographical location stipulated by the licensee, within one single company or institutional entity only. In the event that extensions to the above-mentioned restriction become necessary, the licensee is obliged to purchase an extended license.

The licensee may install 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 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 either using this Font Software currently, 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 LAN) by Workstations, which are not part of a licensed Unit. Fonts used with a server based application require a License Extension for Servers.

If the Font Software is intended to be used for commercial purposes, each individual license permits one additional usage (installation) on a personal home or portable computer.

For the exclusive purpose of data backup, additional backup copies of the Font Software can be made.

1.3

Transferring the license to a third party is essentially not permitted. By way of exception, the licensee is authorized to transfer the usage rights and license to a third party only upon compliance with all of the following conditions:

The third party has expressly declared to the licensee to strictly and unrestrictedly submit and adhere to the conditions of this license agreement for Font Software. In the event of transfer of the license to a third party, the licensee agrees and is obligated to refrain from further usage of the Font Software, and, regardless of where it is located, agrees and is obligated to delete said software and is not permitted to retain any copies, in whole or in part, of such.

1.4

For the exclusive purpose of outputting certain files, the licensee is permitted to transfer a copy of the Font Software which is used for creating the pertinent file to a commercial printer or another service company. In the event of any text modification, the service company is required to possess its own license. The licensee has to inform the commercial printer/pre-press/service company about the content of this License Agreement.

1.5

Embedding of the Font Software into electronic documents or Internet pages is only permitted under the absolute assurance that the recipient cannot use the Font Software to edit or create a new document (“READ-ONLY”). It must be ensured that the Font Software cannot be fully or partially extracted from said documents.

1.6

The licensee may electronically distribute Font Software embedded in a “Personal or Internal Business Use” document only when the Font Software embedded in such document is in a static graphic image (e.g., a “gif” image) or an embedded electronic document (e.g., a “pdf” file, or an “Adobe Flash™” file), and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, modifying, or extracting) of such static graphic image or embedded document.

1.7

If the licensee intends to edit or modify a document containing the embedded Font Software, a request must be made to Jan Matoušek. Jan Matoušek will then conclude a License Extension for Font Embedding. This License Extension for Font Embedding is subject to an additional fee.

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