

Berthold End User License Agreement

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1. Definitions.

"Berthold" means collectively Berthold Direct Corp., its successors and assigns, and its affiliated companies.

"Font Software" means each typeface font computer software program you selected to license under this Agreement, and is the property of Berthold. The Font Software is identified on the Order Confirmation. The term "Font Software" includes any related documentation, updates and permitted copies of the Font Software licensed to you by Berthold.

"Internal Business Use" means use by you, your employees and your agents using the Font Software for internal business purposes only. The term "Internal Business Use" excludes use by: (a) individuals who are not your employees or authorized agents; or (b) your employees or authorized agents who are not using the Font Software on a Licensed Computer at the Licensed Location. You agree to notify your employees and authorized agents of the terms and conditions of this Agreement, and all such persons shall agree to be bound by this Agreement before they are given access to the Font Software.

"Licensed Computers" means five (5) computers unless you have obtained a license for additional Licensed Computers as shown on your Order Confirmation or separate license agreement with Berthold. Portable computers may be included within the number of permitted Licensed Computers provided that such portable computers are primarily used at the Licensed Location.

"Licensed Location" means the single, physical location designated by you.

"Order Confirmation" means the order confirmation (e.g. receipt) you receive with your purchase of this license.

"Use" or "use" means to install and access the Font Software, and give commands (by keyboard or otherwise) followed by the Font Software.

"You" or "you" means the person or entity accepting this Agreement. The term "you" specifically excludes any parent, subsidiary, affiliate or third party.

2. Limited License: Basic Desktop Use Only.

Upon payment of the nonrefundable license fee, Berthold grants you a nonexclusive, nontransferable, limited right to use the Font Software for personal use or Internal Business Use by you on the permitted number of Licensed Computers at the Licensed Location.

You may install the Font Software on a file server for use on a local area network located at the Licensed Location, provided that use of the Font Software is limited to those computers that are the Licensed Computers. For the avoidance of doubt, each computer that will access the Font Software on the network must be a Licensed Computer located at the Licensed Location. You may not install the Font Software on a file server that can be accessed via the Internet or other external network system by computers and printers not located at the Licensed Location. You may not install the Font Software to allow access to the Font Software through a virtual desktop or similar medium.

3. Limited Internal Embedding Rights.

Upon payment of the nonrefundable license fee, Berthold also grants you a nonexclusive, nontransferable, limited right to embed the Font Software expressly as follows:

- a. You may embed the Font Software into electronic documents for use on computers that are Licensed Computers provided that the electronic documents are for personal or Internal Business Use.
- b. You may embed the Font Software into electronic documents for use on computers that are NOT Licensed Computers, subject to all of the following restrictions: (i) the electronic documents are distributed in a secure format that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the text; and (ii) the electronic documents are for personal use or Internal Business Use, and are not sent or otherwise distributed externally. For the avoidance of doubt, if you are unable to limit access to "view and print" only, then the electronic document may not be used on computers that are NOT Licensed Computers.

Except as expressly provided above, all other embedding of the Font Software is strictly prohibited. Below are examples, without limitation, of embedding uses that are prohibited and require an additional license from Berthold:

1. You may not use and/or embed the Font Software into your hardware, software or other products, such as, application programs, electronic games, e-books, kiosks, printers, tablet computers (e.g. iPad, Android devices), and smart phones (e.g. iPhone, Samsung Galaxy), etc.
2. You may not use and/or embed the Font Software into your web pages (e.g. you may not convert the Font Software into web font formats).
3. You may not use and/or embed the Font Software into electronic commercial documents or other digital publishing materials in TIFF/PDF/PNG and similar formats including rasterized versions of the Font Software. The term "rasterize" means to take an image described in a vector graphics format and converting it into a raster image (pixels or dots).

4. You may not use and/or embed the Font Software in non-static files (e.g. web animation, movies, movie credits). For example: (A) you may not use the Font Software in an Adobe Flash file, Microsoft Silverlight file or similar file format, and post or incorporate into your web site or other external use; (B) you may not use the Font Software with Avid, Chyron, Harris, Vizrt or application software for broadcast graphics.
5. You may not use the Font Software to create graphics for use in any LED or similar electronic display medium. For example, you may not use the Font Software to create graphics that will be either used or converted into another format and used in: (I) electronic displays such as sports scoreboards; (II) LED or similar sports, news or message displays; (III) video advertising; (IV) any graphics management and distribution system.

Depending upon the desired usage of the Font Software, Berthold will allow embedding of the Font Software in certain situations with the purchase of an additional license. Contact Berthold directly for information.

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 - b. You will not convert the Font Software into web font formats, such as Cufon, WOFF, EOT, SVG, etc.
 - c. You will not convert the Font Software into bitmaps.
 - d. You will not create additional characters, accents, symbols or typeface weights (e.g. italics, extrabold, etc.) from the Font Software or any portion of it.
 - e. You will not extend the language coverage of the Font Software.
 - f. You will not modify the Font Software.
7. **Transfer; Service Bureaus.** You may not rent, lease, sublicense, distribute, lend nor transfer the Font Software, or any copy or portion of the Font Software. You may not assign any right granted under this Agreement without Berthold's prior written consent. You may send a copy of the Font Software, or any portion of the Font Software, used in a particular document, to a commercial printer or service bureau to enable the editing or printing of such documents, provided that the commercial printer or service bureau has purchased a valid license to use the Font Software.

- 8. Compliance.** You agree that, within thirty (30) days of receipt of a written request from Berthold, you will fully document and certify that use of any and all Berthold font software in your possession at the time of the request conforms with your license(s) from Berthold.
- 9. Termination.** The license rights granted under this Agreement are perpetual. Notwithstanding, the license rights under this Agreement will immediately and automatically terminate without notice if you fail to comply with any term or condition of this Agreement, or upon your bankruptcy. Upon termination, you must destroy all copies of the Font Software. The balance of the Agreement shall survive any such termination of license rights.
- 10. Limited Warranty.** For a period of ninety (90) days after delivery, Berthold warrants that the Font Software will substantially perform as outlined in the user documentation in effect at the time of the commencement of this license. Berthold will correct substantial malfunctions occurring during this warranty period provided that such malfunctions are reproducible, your product is properly registered, and you give immediate notice and sufficient detail of such malfunctions to Berthold. Such corrections generally will be incorporated into new revisions of the Font Software, or until the release of such new revisions into temporary versions, at Berthold's discretion. The correction may also be achieved by delivery of new versions of the Font Software in which case the warranty does not cover such additional functionality and performance. Berthold will have no responsibility in the event you fail to provide proof you licensed the Font Software from an authorized Berthold source.
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- 12. Damages Limitations.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BERTHOLD BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE FONT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BERTHOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Berthold's cumulative liability for any loss or damage to you (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (US\$50.00). The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose.
- 13. Third-Party Purchasers.** If you are acting as a third-party purchaser for a business or organization, you represent and warrant that the business or organization for which you are acting as a third-party purchaser has consented to this Agreement. For that business or organization to receive technical support and/or updates, you must submit a completed Berthold Reseller form available from Berthold (see "Contacting Berthold" below). You further agree that as a third-party purchaser for a business or organization, you have no right to use the Font Software but you agree to be bound by the Agreement as if you were the end user.
- 14. U.S. Government End Users Only.** The Font Software you are licensing consists of commercial computer software programs (published and copyrighted), and developed exclusively at private expense. If the Font Software is acquired under the terms of a: (i) GSA contract then use, duplication or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract; (ii) DOD contract then use, duplication or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013; (iii) Civilian Agency contract then use, reproduction or disclosure is subject to FAR 52.277-19 and the restrictions set forth in this Agreement.
- 15. Governing Law.** This Agreement is governed by the laws of Illinois, U.S.A., excluding conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. You expressly agree that any disputes related to this Agreement will be resolved in the Circuit Court of Cook County, Illinois, U.S.A., or the United States District Court for the Northern District of Illinois, U.S.A. Both you and Berthold consent to the personal jurisdiction and venue of those courts; and waive all defenses based upon the selection of jurisdiction and forum, and to service of process by trackable mail with proof of delivery (e.g. certified mail, return receipt requested). If any part of this Agreement is found void and unenforceable the balance of the Agreement will remain valid and enforceable according to its terms. Should Berthold bring any lawsuit or proceeding against you to enforce this Agreement, Berthold shall be entitled to receive its costs and reasonable attorneys' fees incurred to enforce this Agreement.
- 16. Entire Agreement.** This Agreement represents the entire agreement between you and Berthold in connection with its subject matter. This Agreement supersedes any other "Berthold End User License Agreement" which may be included with the Font Software or previously displayed on Berthold or its distributors' web sites, and/or any prior agreements between you and Berthold in connection with its subject matter. This Agreement may only be modified by Berthold in a writing that expressly states that such writing is intended to modify this Agreement.
- 17. Authority.** You represent that you have the full power and authority to enter into and perform this Agreement, and the person accepting this Agreement on your behalf has been duly authorized and empowered to enter into this

Agreement.

Contacting Berthold. Berthold Direct Corp. is an Illinois corporation with a mailing address of 47 W. Polk St. #100-175, Chicago, Illinois 60605, U.S.A. All support requests, completed registrations and other inquiries should be sent via e-mail to sales@bertholddirect.com. Visit <http://www.bertholdtypes.com/help/> for forms, answers to frequently asked questions and more.