

# **Elfring Fonts Inc.**

## **End User License Agreement**

This End User License Agreement ("Agreement") is a legal Agreement between you (either on behalf of yourself as an individual or on behalf of an entity as its authorized representative) and Elfring Fonts, Inc. Please read this Agreement carefully. This Agreement supersedes all previous versions, but may be updated as provided in Section 15. This Agreement is governed by the laws of the state of Illinois.

By checking the "I accept the agreement" box and/or installing, copying, or otherwise using this Elfring Fonts, Inc Software you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, click on the "I do not accept the agreement" button and then click "Cancel". Do not install, copy, or use the Software.

**1. SOFTWARE:** As used in this Agreement, the term "Software" refers to the Elfring Fonts Inc. software which you have selected to install. The term "Software" also shall include any upgrades, modified versions or updates of the Software made available to you by Elfring Fonts Inc. The Software is deemed accepted by you upon installation of the Software. The term "Software" also includes any third party software made available to you by Elfring Fonts Inc.

**2. GRANT OF LICENSE:** The Software is licensed, not sold. Subject to the terms of this Agreement, Elfring Fonts Inc hereby grants you a perpetual, non-exclusive, non-transferable right to: (i) to use one copy of the Software solely for one person's use on one computer per purchased copy of the Software, or, for users of Windows Terminal Server ("WTS"), solely for use by one user covered under the WTS License.

**3. RESTRICTIONS.** Except as expressly permitted by this Agreement or by applicable law, You may not (i) sell, lease, assign, license, sublicense, distribute or otherwise transfer in whole or in part the Software; (ii) use the Software on a timesharing basis to operate a service bureau facility or provide hosting of the Software for the benefit of third parties without the express written permission of Elfring Fonts Inc; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software; (iv) modify or create derivative works based upon the Software; or (v) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions in the Software.

**4. EVALUATION LICENSE:** Software that is distributed as shareware, demo, trial, or evaluation may only be used for testing and evaluation purposes, for non-commercial purposes, and only for a period of thirty (30) days.

**5. REFUND POLICY:** Elfring Fonts Inc will refund the full price of the Software if the Software is damaged or defective, and only if you notify Elfring Fonts Inc of the refund request within thirty (30) days of the date you purchased the Software.

**6. MAINTENANCE AND SUPPORT:** All updates/upgrades for your purchased edition are free of charge for ninety (90) days following your purchase of the Software. Updates and support are available beyond the ninety (90) day period for an additional fee. Contact Elfring Fonts Inc for additional details.

**7. TITLE:** You agree that no title to the intellectual property in the Software transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain Elfring Fonts Inc. The Software is protected by intellectual property laws of the United States and other countries and by international treaties.

## **8. WARRANTY:**

**8.1 Limited Warranty:** Elfring Fonts Inc warrants to You that the encoding of the Software on the media on which the Software is furnished will be free from defects in material and workmanship, and that the Software shall substantially conform to its user manual, as it exists at the date of delivery, for a period of ninety (90) days from the date You receive the original License Key. Elfring Fonts entire liability and Your exclusive remedy shall be, at Elfring Fonts option, either: (i) return of the price paid to Elfring Fonts for the Software, resulting in the termination of this Agreement, or (ii) repair or replacement of the Software or media that does not meet this limited warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights that vary from state to state.

**8.2 As Is Sale:** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1, YOU AGREE THAT ELFRING FONTS INC HAVE MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT ELFRING FONTS INC, THE RETAILER, OR ANY DISTRIBUTOR) ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIRS.

**8.3 Disclaimer:** ELFRING FONTS INC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, (i) THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR (ii) THAT ANY INFORMATION ACCESSED BY THE SOFTWARE WILL BE ACCURATE OR COMPLETE. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**9. LIMITATIONS ON LIABILITY:** EXCEPT FOR BODILY INJURY OF A PERSON, IN NO EVENT WILL ELFRING FONTS INC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER ELFRING FONTS INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELFRING FONTS INC MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY ELFRING FONTS INC UNDER THIS LICENSE FOR THE PARTICULAR PRODUCT(S) WHICH CAUSED THE DAMAGES. Some jurisdictions do not allow the

exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

**10. DURANTON AND TERMINATION:** Subject to the terms and conditions of this Agreement, this Agreement begins when the Software is ordered, downloaded, installed, used or when a License for Software is purchased or granted and is perpetual unless terminated in accordance with this Agreement. When the Agreement begins, this Agreement shall supersede all older versions of this Agreement including any older Agreements that may be included with the Software. This Agreement shall inure to the benefit of and be binding upon Elfring Fonts Inc and you. This Agreement shall terminate automatically if Licensee fails to comply with any provision contained herein or if the funds paid for the license are refunded or are not received, and such failure or breach is not cured within thirty (30) days of notice. Upon termination, Licensee must destroy the Software and all copies (in part and in whole, including modified copies, if any) in its possession or control. Elfring Fonts Inc reserves the right to terminate this Agreement if the use of Software by Licensee causes a loss of revenue for Elfring Fonts Inc that exceeds twenty (20) times the amount you paid for the License. All restrictions prohibiting your use of the Software and intellectual property provisions relating to Software to the benefit of Elfring Fonts Inc shall survive termination of this Agreement. You may terminate this Agreement at any time by returning the Software to Elfring Fonts Inc along with written notice of License termination. Upon any termination of this Agreement, you must uninstall and destroy all copies of the Software and Elfring Fonts Inc will be entitled to any and all remedies in accordance with applicable law.

**11. U.S. GOVERNMENT RIGHTS:** The Software under this Agreement is commercial computer software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors. Contractor/manufacturer is Elfring Fonts, Inc at 2020 Dean St, Unit N, St Charles, IL 60174.

**12. GOVERNING LAW:** This Agreement will be governed by the laws of the State of Illinois as they are applied to agreements between Illinois residents entered into and to be performed entirely within Illinois. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

**13. EXPORT RESTRICTIONS:** You agree that the Software is of U.S. origin and any or all distribution of the Software is subject to export control laws of the United States of America. You agree that you will not export or distribute the Software, directly or indirectly, to any restricted export country, without first obtaining permission to do so as required from the appropriate U.S. governmental agency. You bear all responsibility for export law compliance.

**13. ENTIRE AGREEMENT:** You agree that this is the entire agreement between you and Elfring Fonts Inc, and that it supersedes any prior agreement, whether written or oral, and all other communications between Elfring Fonts Inc and you relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by a writing that is signed by the authorized representatives of both parties.

**14. PRODUCT USE:** You agree that you will not to use this product, either directly or indirectly, in any way for research, study, analysis, or information that will be used in a patent infringement law suit or for patent licensing with regards to Elfring Fonts Inc or its Software. Use of this software in any legal or court proceedings for patent infringement or licensing proceedings is in direct violation of this Agreement and strictly prohibited. If you violate this Section (14) of the Agreement, you agree to pay Elfring Fonts Inc five (5) times the total amount of any patent infringement, plus licensing, plus damages, plus attorney's fees, plus court costs plus any other amount associated with this action that you are either seeking or granted, whichever is greater.

**15. REVISED AGREEMENTS:** Elfring Fonts Inc reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of this Software will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference. Such new license revisions are available for review on our web site.

**16. ENTIRE AGREEMENT:** You agree that this is the entire agreement between you and Elfring Fonts Inc, and that it supersedes any prior agreement, whether written or oral, and all other communications between Elfring Fonts Inc and you relating to the subject matter of this Agreement, except as covered in Section 14. This Agreement may be amended, modified or supplemented only by a writing that is signed by the authorized representatives of both parties.

**17. SEVERABILITY.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

**18. RESERVATION OF RIGHTS:** All rights not expressly granted in this Agreement are reserved by Elfring Fonts Inc.