

Cape Arcona Type Foundry Licenses and Copyrights Agreement

**01. DECEMBER 2005**

**BY DOWNLOADING AND/OR INSTALLING CAPE ARCONA TYPE FOUNDRY FONTS SOFTWARE YOU AGREE TO THE FOLLOWING TERMS:**

#### **A) COMMERCIAL FONTS**

1. You can install and use the font software on two (2) computers. These computers can be connected to, and the font software used with, any number of output devices, such as a laser printer, ink jet printer, an image setter or a film recorder. If you need to use the font software to more than two computers, you are required to purchase additional licenses. You are also responsible for securing this data and making sure that unlicensed copies do not leave your possession.

2. The digital files downloaded to your computer contain font software that is the intellectual property of and is owned by Cape Arcona Type Foundry. This non-exclusive license grants you certain rights to use the font software and is not an agreement for sale of the font software or any portion of it. Except for your right to use the font software granted by this license, all other rights, title of the font software, related trademarks and trade names are owned and retained by Cape Arcona Type Foundry.

3. Except as permitted herein, you may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Cape Arcona Type Foundry Font Software.

4. You are permitted to make a single back-up copy. The Cape Arcona Type Foundry Font Software or documentation may not be sublicensed, sold, leased, rented, lent, or given away to another person, firm or entity.

5. The Cape Arcona Type Foundry Font Software may be returned or exchanged only if defective. Defective software will be replaced or money will be returned if Cape Arcona Type Foundry is notified within one (1) week of purchase and a valid sales receipt is presented.

#### **6. FONT EMBEDDING**

The Cape Arcona Type Foundry Fonts Software may be embedded in digital documents or in any other form if the licensee can warrant that the licensee's encryption of the embedded Cape Arcona Type Foundry Fonts is secure enough to prevent any access or use by others. If Cape Arcona Type Foundry Font Software is made accessible to thirds by whatever technique (actual or in the future) additional license is required. Contact Cape Arcona Type Foundry for more information.

7. Any breach of the terms of this agreement shall be cause for termination. In the event of termination, and without limitation of any remedies under law and equity, you agree to immediately return the Font Software to Cape Arcona Type Foundry and certify that no copy remains in your possession or control.

8. CAPE ARCONA TYPE FOUNDRY MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, CAPE ARCONA TYPE FOUNDRY SHALL IN NO EVENT BE LIABLE TO THE LICENSED USER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT EVEN IF NOTIFIED IN ADVANCE. UNDER NO CIRCUMSTANCES SHALL CAPE ARCONA TYPE FOUNDRY'S LIABILITY EXCEED THE REPLACEMENT COST OF THE SOFTWARE.

#### **B) MULTI-USER LICENSES**

When you purchase a Cape Arcona Type Foundry package or single font, you automatically acquire a single-user license, permitting you to use it on two computers. If you wish to use the font on more than two computers, you must purchase an additional Multi-User license. The price of a Multi-User license varies, depending on the number of computer you are going to use the fonts. You acquire a Multi-User license by buying a multiple number of identical fonts or font packages (units). See the list below to find out how many you need to purchase to cover your need of licenses.

1-2 Computer = 1 units

3-5 Computer = 2 units

6-25 Computer = 3 units

26-100 Computer = 4 units

101-200 Computer = 6 units

201-300 Computer = 8 units

Please contact us to inquire about Multi-user licensed for over 300 computer or if the font software is made accessible for an uncontrollable amount of users.

If you have already bought a package and later wish to upgrade, then you must simply present proof-of-purchase and request the upgrade.

#### **C) FREE FONTS**

1. No payment is required for a Cape Arcona Type Foundry free font. The font is free for all non-commercial uses. If you want to use it in a commercial way you have to contact us for a commercial license.

2. A Cape Arcona Type Foundry free font may not be redistributed or sold.

3. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy any Cape Arcona Type Foundry free font.

4. Except for your right to use a Cape Arcona Type Foundry free font, all other rights are owned and retained by the Cape Arcona Type Foundry.

5. The Cape Arcona Type Foundry is not liable for any damage resulting from the use of this font.

6. Font embedding: see »A) Commercial fonts, Section 6, Font Embedding«

#### **D) VARIOUS**

1. All prices are manufacturer's suggested retail prices. The information contained in this web site is subject to change without notice.

2. A full characterset of a typeface is displayed in the corresponding »PDF Sample Characterset« document, available as download for every commercial font. The »PDF Sample Characterset« contains all characters – no more, no less – that are available in the typeface.

The Cape Arcona Type Foundry Font Software License Agreement is subject to German Law.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.