Platinum Collection

I have read the following license agreement and I agree to them.

First, last name _____   Company _____

Department _____   Street _____

ZIP, City, State _____   Country _____

Tel / Fax _____   E-Mail _____

Date _____   Signature _____

License Agreement for Font Software

Preamble:

This license agreement for Font Software becomes a legally binding contract between the licensee and Linotype GmbH 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 access, use or download the Font Software. The licensee should thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

Article 1 – License and Usage Rights

1.1 The Font Software underlying this contractual agreement (see Appendix 4) is the intellectual property of Linotype GmbH. The term »Font Software« includes any and all updates, up-grades, 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 Linotype GmbH.

1.2 Upon full payment of the agreed-upon usage fee, Linotype GmbH grants the licensee the non-exclusive, non-transferable right to simultaneously use or store the Font Software - provided said software has been released at time of delivery or upon payment made by the licensee - on a maximum of five (5) computers (workstations) at one single geographical location stipulated by the licensee.

In the event that extensions to the above-mentioned restriction become necessary, the licensee has to purchase an extended license. (see form „Request for Additional Extended Licensing and Services")

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 prin-ters that are part of the licensed Unit of which the server is part. For the purpose of determining the proper number of Workstati-ons for which a license is needed, the following example is sup-plied 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 sys-tem (a system other than LAN) by Workstations, which are not part of a licensed Unit. Fonts used with a server based applica-tion 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 (see form „Font Software Transfer Deed"):

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, regard-less 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 / 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 (for example, a »gif«) or an embedded electronic document, and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) 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 Linotype GmbH. Linotype GmbH or an authorized sales and distribution partner will then conclude a License Extension for Font Embedding. This License Extension for Font Embedding is subject to an additional fee (see form in Attachment 3).

Article 2 – Exclusion of Other Usage

2.1 Subject to the provisions in subsections 1.3 and 1.4 of this agreement, selling, lending or otherwise transferring (see form in Attachment 1 „Font Software Transfer Deed") the Font Software to a third party or parties is strictly prohibited. In addition, transferring the Font Software as a component or sub-component of other products, e.g., electronic documents or sublicenses, to a third party or parties is also strictly prohibited.

2.2 Subject to the provisions in subsections 2.3 and 2.4 of this agreement, the following is prohibited: modifying the Font Software, merging it with other software programs, decompiling it, using modules from said software for one's own developments or using technical solutions contained in the Font Software for purposes other than operation on the licensee's own computers.

2.3 Exceptions to subsection 2.2 are only permitted provided they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, and provided this information is neither published nor accessible in any other form and if the licensee is unable to obtain said information from Linotype GmbH or its authorized distributors or appointed agents. In this case, the licensee shall inform Linotype GmbH in writing as to which portions of the software the licensee is decompiling.

2.4 Modifying the Font Software is prohibited, even in the event that it is necessary for fulfilling personal design requirements. If the licensee wants to make modifications, consent and permission has to be obtained from Linotype GmbH. Non-compliance with this provision voids any and all support rights and warranties granted by Linotype GmbH and represents a violation and breach of this license agreement.
Furthermore, if the licensee or a third party or parties effect modifications to the Font Software despite the prohibition against such modifications, Linotype GmbH becomes the owner of that modified data.
Specifically, it is prohibited to change or modify the Font/Trademark names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become ne-

cessary, prior written consent has to be obtained from Linotype GmbH.

Article 3 – Warranty and Liability

3.1 Upon receipt of the Font Software by the licensee, Linotype GmbH grants a 90-day warranty guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee has to return the Font Software, including a copy of the sales receipt within the 90-day warranty period to the sales and distribution partner from which the licensee obtained it. If the Font Software is not essentially free from material defect in accordance with the documentation, the entire and exclusive liability and remedy shall be limited to either, at Linotype GmbH's option, the replacement of the Software or the refund of the license fee that the licensee paid for the Software. Linotype GmbH and its authorized Linotype partner do not and cannot warrant the performance or results the licensee may obtain by using the Font Software or documentation. The foregoing states the sole and exclusive remedies for Linotype GmbH's or its suppliers' breach of warranty. Except for the foregoing limited warranty, Linotype GmbH, its authorized Linotype partner, and its suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will Linotype GmbH, its authorized Linotype partner, or its suppliers be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, even if Linotype GmbH has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking such damages even if Linotype GmbH has been advised of the possibility of such damages.
Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to the licensee. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the licensee. To the extent permitted by law, any implied warranties are limited to ninety (90) days.
Some jurisdictions do not permit a limitation of implied warranties where the product results in injury or death so that such limitations may not apply to the licensee. In those jurisdictions, the licensee agrees that Linotype GmbH's or its authorized Linotype partner or suppliers' liability for such injury or death shall not exceed One Hundred Thousand EURO (€ 100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives the licensee specific legal rights. The licensee may have other rights that vary from state to state or jurisdiction to jurisdiction. For further warranty information, the licensee should contact the authorized Linotype partners from which he received the Font Software and documentation.

3.2 The licensee agrees that the Font Software and documentation, and all copies thereof, are owned by Linotype GmbH; and its design, structure, organization and encoding are valuable property of Linotype GmbH and/or its suppliers. The licensee agrees that the Font Software and documentation are protected by German trademark and design patent laws, by the copyright and trademark laws of other countries, and by international treaties. In addition, the licensee agrees to treat the Font Software and documentation in the same manner corresponding to other copyrighted and trademark-protected products, e.g., books. With the exception of the points explicitly mentioned here, copying the Font Software and documentation is not permitted. Any and all copies that the licensee is permitted to produce on

the basis of this agreement have to have to contain the same copyright, trademark and other property clauses as those on or contained in the Font Software and documentation. The licensee declares not to modify, adapt or translate the encoding of the Font Software, nor reproduce, decompile, disassemble, change, modify or otherwise attempt to reveal the source code of the Font Software. The licensee also agrees to use the Trademarks that are connected to the Font Software, accordingly to accept usage of the Trademarks (including the identification of the owner of the respective Trademark). Trademarks can be used solely for the purpose of identifying printed data from the Font Software.

The licensee is also aware that software is never completely error-free and that the Font Software may therefore contain errors, which can affect functionality and operation.

3.3 Claims exceeding the preceding warranty claims, e.g., compensation for idle time, loss of production, waste of material and other indirect damage, are explicitly excluded, provided said damage was not willfully or intentionally brought about or caused by gross negligence on the part of Linotype GmbH. Liability is not assumed insofar as the damage does not stem from a grossly negligent breach of duty by Linotype GmbH or is not caused by a willful, intentional or grossly negligent breach of duty on the part of one of Linotype GmbH's legal representatives or vicarious agents.

Article 4 – Termination of License Agreement

4.1 The license and usage right guaranteed under subsection 1.2 shall become immediately null and void in the event of a breach of this contract.

4.2 If the licensee or one of the licensee's employees breaches the agreed-upon license and right of use and/or property rights of Linotype GmbH, Linotype GmbH has the right to terminate the license and right of use, with termination taking immediate effect. Linotype GmbH reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

4.3 In the event of termination, the licensee is obligated to delete and return to Linotype GmbH the original Font Software affected by and pertaining to the termination, including documentation and all copies.

At the request of Linotype GmbH, the licensee is obligated to provide written assurance that said deletion has occurred.

Article 5 – Confidentiality Obligation

5.1 The licensee is obligated to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such.

5.2 If the licensee grants his or her employees or representatives access to the Font Software, the licensee has to specifically inform them of the content and conditions of the license provisions for the relevant Font Software and put said employees or representatives under the obligation of compliance with those provisions and conditions.

Article 6 – Final Provisions

6.1 This contract, including its attachments, which are a component of this contract, represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding for Linotype GmbH if said verbal agreements have been acknowledged and confirmed in writing by Linotype GmbH.

6.2 Changes to this contract require written form. This also applies to changes to this written form clause.

6.3 Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of the Federal Republic of Germany. The rights and obligations of the parties arising from this contract are based on German law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Frankfurt/Main, Germany.

6.4 The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

6.5 This agreement is not governed by the »United Nation Convention on Contracts for the International Sale of Goods (CISG).«.

License Agreement for Font Software

Appendix 1
Font-Software Transfer Deed

Current Licensee
According to 1.3 of the Font-Software License Agreement the following Font-Software licensed from Linotype is being transferred.

Please check the appropriate Platinum product

__ Avenir Next   __ Sabon Next
__ Frutiger Next   __ Linotype Syntax
__ Palatino nova   __ Linotype Univers
__ Optima nova

First, last name _____   Company   _____

Department   _____   Street   _____

ZIP, City, State _____   Country   _____

Tel / Fax   _____   E-Mail   _____

I/we hereby declare to have passed all relevant data of the above listed Font-Software to the transferee.
I/we declare that I/we have not retained any copies of the Font-Software in whole or part and refrain any further use of it.

Date   _____   Signature   _____

Transferee
I/we confirm my consent to the terms and conditions of this Font-Software License Agreement.

First, last name _____   Company   _____

Department   _____   Street   _____

ZIP, City, State _____   Country   _____

Tel / Fax   _____   E-Mail   _____

Date   _____   Signature   _____

Please make appropriate copies for your records, and send a copy with the original signatures to:

Linotype GmbH
Sales Department
Du-Pont-Straße 1
61352 Bad Homburg
Germany
Fax +49 (0) 6172 484-429
sales@linotype.com

License Agreement for Font Software

Appendix 2
Application Forms

Request for Assignment of a License Extension

Please send me/us a quote for extending the license

Font name	Number of current licensed Workstations	Additional Workstation licenses required
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A license extension is needed if the Font-Software is desired to be used on more Workstations than stated in the Font-Software License Agreement.

Licensee:

First, last name _____   Company _____

Department _____   Street _____

ZIP, City, State _____   Country _____

Tel / Fax _____   E-Mail _____

Date _____   Signature _____

Please make copies as required and send a copy to

Linotype GmbH
Sales Department
Du-Pont-Straße 1
61352 Bad Homburg
Germany
Fax +49 (0) 6172 484-429
Sales@linotype.com

or an authorized Linotype sales partner.

You will receive a quote from Linotype GmbH or an authorized Linotype sales partner.

License Agreement for Font Software

Appendix 3
Application Forms

Request for Extended License Rights and Services

Linotype provides you in the context of the license agreement for Font Software (End User License Agreement = EULA) with a range of cost-effective, flexible Font Software licenses and services tailored to your company. In order to meet your requirements better and faster, please fill out the following questionnaire and send it to us.

First, last name	_____	Company	_____
Department	_____	Street	_____
ZIP, City, State	_____	Country	_____
Tel / Fax	_____	E-Mail	_____
Date	_____	Signature	_____

I/We am/are interested in the following services:

• Customized Font Development (new design, modification of existing fonts)

_____

_____

• Company License (site licenses, license extensions)

_____

_____

• Font Embedding License (eBook, commercial PDFs)

_____

_____

• Fonts for Hardware and Software (bundling, demo, license)

_____

_____

• Logo Font Development

_____

_____

Please make copies as required and send a copy to

Linotype GmbH
Sales Department
Du-Pont-Straße 1
61352 Bad Homburg
Germany
Fax +49 (0) 6172 484-429
Sales@linotype.com

or an authorized Linotype sales partner.

You will receive a quote from Linotype GmbH or an authorized Linotype sales partner.

Appendix 4
List of Licensed Fonts

Typeface Name	OpenType File Name	PC TrueType File Name	PC PostScript File Name	Mac PostScript File Name