
International TypeFounders (ITF) – ‘Letraset Collection’ ‘Standard’ End User License Agreement (EULA)

Acknowledgement. IMPORTANT NOTICE: INTERNATIONAL TYPEFOUNDERS (ITF) “LICENSOR” IS WILLING TO LICENSE ITS FONT SOFTWARE TO ANY BUSINESS ENTITY OR INDIVIDUAL “LICENSEE” ONLY ON THE CONDITION THAT LICENSEE ACCEPTS THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT.

THIS IS A CONTRACT BETWEEN THE LICENSEE AND THE LICENSOR (ITF). THIS TRANSACTION DOES NOT CONSTITUTE A SALE OF THE ITF FONT SOFTWARE — IT IS A LICENSE TO USE THE FONT SOFTWARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT.

BY PLACING AN ORDER FOR AND ACCEPTING ITF FONT SOFTWARE (ELECTRONIC FONT SOFTWARE), OR BY DOWNLOADING THE SOFTWARE AND CLICKING THE “I ACCEPT” BUTTON (OR SIMILAR ONLINE ACCEPTANCE MECHANISM) ACCOMPANYING THIS LICENSE, LICENSEE ACKNOWLEDGES THAT IT HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEM.

IF LICENSEE DOES NOT AGREE TO THESE TERMS AND CONDITIONS, LICENSEE MUST PROMPTLY CEASE USE OF THE LICENSED PRODUCT. LICENSEE MUST IMMEDIATELY DELETE ANY PORTION OF THE FONT SOFTWARE INSTALLED ON LICENSEE’S COMPUTER(S).

ITF ADVISES LICENSEE TO PRINT OUT A COPY OF ITF’S LICENSE AGREEMENT TERMS AND CONDITIONS AND SAVE IT FOR YOUR RECORDS. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE CONTRACTUAL AND BINDING IN NATURE, AND NOT MERE RECITATIONS. ONCE AN ITF FONT SOFTWARE LICENSE HAS BEEN PURCHASED, THE SOFTWARE IS NONRETURNABLE, AND THE LICENSE FEE IS NONREFUNDABLE.

1. Third-Party Purchasing Agent. If you are acting as a third-party purchasing agent for a business or organization, you represent and warrant that the business or organization for which you are acting has consented to this Agreement. You further agree that as a third-party purchasing agent for a business or organization, you have no rights to use the Font Software whatsoever, but you agree to be bound by the Agreement in its entirety as if you were the end user.

2. Grant of Commercial Desktop Publishing License. In consideration of payment of the nonrefundable license fee, included in the price paid by the Licensee for this product, the Licensor grants to the Licensee a non-exclusive, non-transferable right to use this product, which consists of electronic font software to display and output PostScript®, TrueType® or OpenType® typefaces. This font software may be installed on up to five (5) CPUs for **Desktop Publishing**. If Licensee is using this product with more than five (5) CPUs, Licensee is required to obtain a Multi-User Desktop Publishing License for the appropriate number of CPUs/Users.
(See **Multi-User Commercial Desktop Publishing Licenses** and **Permitted Uses** sections below).

When Licensee orders **Red Rooster Collection** fonts through **HouseOfType.com**, Licensee is able to purchase Multi-User Desktop Publishing License(s) at the same time.

2 (a). License Extensions. Licensee is able to add additional Multi-User Desktop Publishing Licenses for the **same font products** for a period of **two (2) years** from the date of Licensee’s original purchase. You may not, however, downgrade your license once you have made your purchase.

2 (b). Multi-User Commercial Desktop Publishing Licenses. ITF calculates **Multi-User Commercial Desktop Publishing Licenses** based on the chart below. The fee ITF

charges Licensee will be calculated based on the Recommended End User Price times the number of CPUs or Users, (whichever is the greater).

The maximum number of CPUs licensed is equal to the number of users selected in the applicable receipt. Please retain this receipt as proof.

Number of CPUs/Users	Price Multiplier
1-5	price x 1
6-15	price x 2
16-30	price x 3
31-45	price x 4
46-65	price x 5
66-80	price x 6
81-95	price x 7
96-120	price x 8
121-145	price x 9
146-160	price x 10
161-180	price x 11
181-195	price x 12
196-215	price x 13
216-230	price x 14
231-260	price x 15
261-300	price x 16
301-335	price x 17
336-375	price x 18
376-415	price x 19
416-460	price x 20
461-520	price x 21
521-580	price x 22
581-640	price x 23
641-700	price x 24
701-760	price x 25
761-820	price x 26
821-880	price x 27
881-940	price x 28
941-1000	price x 29
1001-1125	price x 33
1126-1250	price x 36
1251-1375	price x 40
1376-1500	price x 43
1501-1625	price x 47
1626-1750	price x 50
1751-1875	price x 54
1876-2000	price x 57
2001-2125	price x 61
2126-2250	price x 64
2251-2375	price x 68
2376-2500	price x 71
2501-2625	price x 75
2626-2750	price x 78
2751-2875	price x 82
2876-3000	price x 85
3001-3500	price x 99
3501-4000	price x 113
4001-4500	price x 127
4501-5000	price x 141

If Licensee's Multi-User Desktop Publishing Licensing requirements exceed the chart above, please contact ITF or one their Authorized Distributors or Resellers for additional information.

3. Ownership. This Agreement does not constitute an exclusive sale of the original

product to the Licensee. The Licensee acknowledges and agrees that ITF retains all intellectual property rights, title and ownership of any of its electronic font software. This title and ownership extends to copies of the font software installed on any computer, downloaded to any output device, or retained on other media by the Licensee as a backup.

This Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), service marks, font software rights, design rights or any other rights, franchises or licenses in respect of the electronic font software. The font software is protected by copyright including without limitation, by United States Copyright Law, international treaty provisions, and applicable laws in the jurisdiction of use. ITF reserves all its rights under these laws.

The Licensee further acknowledges and agrees that the structure, organization and source code of the font software are valuable trade secrets and confidential information of ITF. No rights are granted to Licensee other than a License to use the electronic font software on the terms expressly set forth in this Agreement.

Wherever and whenever design and production credits are displayed (such as a colophon), user of this font software agrees to list the font names and credit International TypeFounders as the trademark and copyright owner.

4. Copy Restrictions. This product is copyrighted and contains proprietary information and trade secrets of ITF. Unauthorized copying of this product is expressly forbidden. Licensee is permitted to create backups of the font software, provided that: (a) they are stored only at the site where this product is licensed, and (b) the full copyright information is included with each backup copy. Licensee may be held legally responsible for any infringement of ITF's intellectual property rights that is caused or encouraged by Licensee's failure to abide by the terms of this Agreement.

5. Permitted Uses. Licensee **may** use the licensed software to: create **commercial** advertising for magazines, newspapers, brochures, and flyers; design printed books, stationery, letterheads, and business cards; design **non-commercial** documents to disseminate personal, internal, or business information; and for non-commercial PDF embedding.

Licensee **may** also provide third-party users, such as service bureaus and printers, with "print and preview only" documents for uses described in the paragraph above.

This product is licensed **only** to the Licensee, and **may not** be transferred, sold, leased, rented, lent, shared, assigned, distributed or sublicensed to any third party at any time without the prior written consent of ITF.

Licensee **may not** modify, make error corrections, enhance, translate, adapt, alter, decompile, disassemble, decrypt, reverse engineer, change or alter the embedding bits, the font name, copyright or trademark information, nor any other proprietary or legal notices contained in the font software, nor seek to discover the source code of the font software, convert into another font format, create bitmaps, create Web fonts with third party tools or otherwise, add or subtract any glyphs, symbols or accents, or any other derivative works based on the electronic font software in this product in whole or in part, whatsoever.

Licensee **may not** supply, directly or indirectly, any ITF font software to any other firm, business, third party or individual for any type of modifications or updates whatsoever. If the Licensee needs to modify or update the font software in anyway in the future, ITF (Licensor) solely will perform and invoice this additional work at its normal prevailing rates.

Licensee **may not** duplicate, modify, adapt, translate or create derivative works based on the printed materials that may have been supplied with this product.

It is a breach of this license agreement to use the product in any way that infringes the rights of Licensor or any third party under copyright, trademark, patent or any other laws. In the event of infringing uses by Licensee, this license immediately terminates and Licensee is solely responsible for any such infringing uses including all legal and other damages that may be incurred.

6. No Other Use. Licensee is only granted the rights expressly stated in this Agreement. Licensee may not use the ITF font software for any other use whatsoever.

7. Embedding Restrictions. PDF embedding of the font software into PDF documents is only permitted in a secured read-only mode that allows only printing and viewing, and prohibits editing, enhancing or modifying the text by means of obfuscation or encryption. Licensee must ensure that recipients of PDF documents cannot extract the ITF font software from such PDF documents or use the embedded font software for editing purposes or for the creation of new documents.

8. Special Font Licensing. Special Font Licenses cover a host of uses and applications not covered by this License. For example, the purchase of a **Special Font License** upgrade allows the Licensee to embed and subset the font software into a video game or iOS/Android apps. All commercial for-profit usage requires a **Special Font License** upgrade, and is required for the following scenarios or items:

Web servers; server-based applications; VPN; web-to-print technologies; web fonts (*page views only*); static or animated graphic images; digital ads (HTML5, or otherwise); rich media; editable PDFs; PDF editing software (such as PitStop, uPDF); PowerPoint; DPS; slide presentations; Flash; Silverlight, or other non-static files or situations where the font software is embedded or subset into electronic documents that permit editing, selecting, enhancing or other modification of the text; e-Publishing; e-Pub; MOBI; AZW/KF8/KFX; e-Books; e-Zines; digital or printed greeting cards of any kind sold for commercial gain; conversion into any kind of Scalable Vector Graphics (SVG); bitmap fonts, rasterized fonts, and obfuscated or encrypted fonts; digital news media; subscription services; graphic image assets; any and all social media networking mechanisms (SNS); iApps; iOS; Android; phones and smartphones; mobile devices; handheld reader devices; e-readers, proprietary reader devices, OEM Licensing; motion pictures; videos; web videos; cameras; television; DVR menus; movie trailers, credits, and acknowledgments; syndication (broadcast, web, and print); fonts incorporated into videos, film clips or movies on the web; incorporating the font software into Licensee's computer hardware, software or any other products; applications (apps)/programs; interfaces; interactive media; EPOS, WEPOS, and POSReady; operating systems; electronics; electronic books; electronic games; video games; gaming consoles such as Xbox, Wii, and PlayStation; virtual reality devices and environment generators; machines and devices; kiosks; ATMs; IPTV, WebTV, and web streams; Smart TVs; intra-TV or digital graphic display systems; LED displays or similar electronic display mediums; CRM, ECRM and ERP systems; sports scoreboards; message or news displays and tickers; video advertising; L&D; SharePoint; automotive displays; signage (web and print, static or animated); POP displays; alphabet products; die-cut or stencil products; tattoos; scrapbook products or software; exhibitions/trade show displays; adhesive or rub-on lettering or stickers; rubber stamps; sewing and embroidery machines; monogramming; plotters; printers; application software for broadcast graphics, such as software provided by Avid, ChyronHego, Harris, Vizrt; commercial merchandising and goods for sale; clothing, apparel, and accessories; retail; retail packaging; physical goods; unique branding situations; and any or all other unique usage, new applications or future technologies, irrespective of operating systems or platforms.

Any logo, graphic file, EPS file, illustration, software, etc., created, modified, or derived from the ITF font software is always licensed in accordance with the **Permitted Uses** contained in this Agreement, and may require a **Special Font License** in certain situations.

Under no circumstances will ITF be responsible for modified and/or regenerated software that is created or derived from the original ITF font software.

Using any and all ITF software without the appropriate Special Font License is expressly prohibited.

9. Important information regarding Special Font Licensing and/or Enterprise Licensing. All **Special Font Licensing** and/or **Enterprise Licensing** can only be approved, issued and administered directly from ITF. If Licensee requires further information or have any questions regarding **Special Font Licensing** and/or **Enterprise Licensing** for any of the ITF collections, Licensee must contact ITF directly.
email: itfinc@verizon.net

10. Limited Warranty. ITF software products contain no open-source code, unless explicitly stated in writing to the contrary. If the media or the font software contained in this ITF product is found to be defective within 90 days of the date of delivery to the Licensee, ITF will provide suitable replacements at no charge to the Licensee, provided the Licensee can provide proof of purchase.

The entire risk of performance and quality of this product is with the Licensee. ITF does not warrant that this product will operate with all other software products, or that it will satisfy Licensee's requirements. ITF's entire liability to the Licensee will not extend beyond replacement of defective media or refund of the purchase price. In most circumstances and situations, the font software is nonreturnable and nonrefundable. Any refunds need to be approved in writing, and will be made at the sole discretion of ITF.

11. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THIS PRODUCT IS PROVIDED "AS IS". ITF DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ITF, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND LICENSEE MAY NOT RELY UPON ANY SUCH INFORMATION OR ADVICE. ITF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION AND LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Because laws governing the exclusion or limitation of liability for consequential or incidental damages vary, the above limitation may not be applicable.

12. Update Registration. At its option, ITF will, from time to time, provide updates of this product to Licensees who have opted into receiving updates in their **HouseOfType.com** user profile.

13. Termination. This Agreement is effective until terminated. This Agreement will terminate automatically without notice from ITF, if the Licensee fails to comply with any provision contained herein, or upon your bankruptcy. Upon termination of this Agreement, the Licensee must: (a) destroy all copies of the electronic font software, including the copy on the disk media originally provided in this product, (b) destroy all written materials provided with this product, if any, and (c) provide ITF with written verification that the product has been destroyed. The balance of this Agreement shall survive any such termination of license rights.

14. General. Nothing in this Agreement is intended to, or shall be deemed to, establish any agency, partnership or joint venture between Licensee and ITF, nor authorize either Licensee or ITF to make or enter into any commitments for or on behalf of the other.

Licensee shall, at ITF's request, procure and execute, or procure the execution of any and all such other documents, as ITF may require from time to time in order to enable ITF to protect, perfect, enforce or enjoy ITF's Intellectual Property Rights.

No person who is not a party to this Agreement shall have any rights to enforce any terms of this Agreement. This Agreement shall be binding upon and inure for the benefit of the personal representatives and successors in title and assigns of each of ITF and Licensee.

Licensee agrees to inform their employees or any other person having access to the ITF software and copies thereof, of the terms and conditions of this Standard License Agreement and to ensure that they shall strictly abide by these terms and conditions.

Licensee agrees that they will not export or re-export the Software in any form without the appropriate United States and foreign government licenses.

15. Severability. If any provisions of this Agreement are held to be invalid, illegal or unenforceable, then such provision(s) shall be severed from it, and the validity, legality and enforceability of its remaining provisions shall not be affected or impaired.

16. Waiver. Waiver of any right(s) at any time shall not constitute waiver of any right(s) at any future time.

17. License Agreement. This **Standard License Agreement** represents the entire License Agreement between the Licensor and Licensee. This Agreement supersedes any other prior License Agreement that may have been included with the font software or previously displayed by ITF on its own website, or those websites of its Authorized Distributors or Resellers. No purchase order, invoice or other writing inconsistent with terms of this Agreement shall affect or vary the terms contained herein. This Agreement may only be modified by ITF in writing that expressly states that such writing is intended to modify this License Agreement.

ITF expressly reserves the right to amend, modify or change this **Standard License Agreement** at any time and without prior notification.

18. Governing Law. Laws of the Commonwealth of Pennsylvania, USA, govern this License Agreement. Should ITF bring any lawsuit or proceeding against you to enforce this License Agreement, ITF shall be entitled to receive its costs and reasonable attorneys' fees.

If you have any questions concerning this Agreement or any matters regarding our products, please write to:

International TypeFounders, Inc., P.O. Box 89, Cedars, PA 19423, USA

email: itfinc@verizon.net

Red Rooster Collection, Mecanorma Collection, ABCTypes Collection, Prime Graphics Collection, Rabbit Reproductions Typefoundry, Red Rooster and the International TypeFounders logos are the brands and trademarks of International TypeFounders, Inc.

PostScript and Flash are registered trademark of Adobe Systems, Inc.

TrueType, OpenType, Sharepoint, Silverlight and Xbox are registered trademarks of Microsoft Corporation.

All other brand or product names are the trademarks or registered trademarks of their respective holders and are duly recognized.

© 2016. **International TypeFounders, Inc.**

Last modified: 11152016