

P22 Type Foundry Desktop End User License Agreement

The abbreviated version

You can:

- use for client work
- use for personal and small commercial projects
- send to a printer with view and print rights
- use font images on a website

You can't:

- share it/sell it or give it to another person/device
- embed the font in docs, apps or web
- modify font data
- large scale commercial campaign

Additional licensing required for:

- more than one device – site license
- ebooks
- mobile apps
- webfonts
- large scale campaign
- other embedding uses that require live or interactive text applications
- Branding identity – small & large scale

For more detailed information please look at the full EULA below

P22 Type Foundry Desktop End User License Agreement

Thank you for licensing P22 fonts. To ensure that P22 continues to bring you more exciting, historically relevant type, please take the time to read this agreement. It might not be the most fascinating read, but it's very important and may answer many questions that you may have. Please register your fonts and remember that free software is an exception, not the rule. Please note that this license is implicitly intended for a single device and is to accommodate desktop uses only. Additional licenses such as and including: multi-user licensing, webfonts, mobile apps, ePubs and other commercial and embedding uses not provided by this agreement, can be found at <http://www.p22.com>. Notice to user. You (End User) have not purchased the ownership rights to this font, but rather a license to use this font on a limited basis. Purchasing a license for any P22 font or font distributed exclusively by P22 such as and not limited to: Hamilton Wood Type Foundry, International House of Fonts, Lanston Type Company, Sherwood Collection, and other, via download, e-mail, packaged font software or other media, constitutes an agreement between P22 type foundry, Inc. ("P22") and the end user of the enclosed typefaces ("software") that the following terms and conditions of this contract will be followed. If you do not agree with the terms of this agreement, do not download this font software. If you have already downloaded this font software and do not agree with these terms, all files must be

deleted. A signed affidavit will be required to receive a refund.

1. Definitions:

Font software – coded software that generates typeface and /or illustration designs when used with the appropriate hardware or software plus any and all data including documentation provided with such software.

End User – You, or the company or entity you represent, purchasing this license and bound by the End User License Agreement (EULA)- a legal agreement defining the allowable uses of the font software.

Basic License – documentation/permission allowing use of the font software on a single device registered by a single user within the guidelines of this End User License Agreement (EULA).

License Extension- An additional license that permits/allows the use of the font software for uses not covered by this basic desktop license. Information can be found at <http://www.p22.com>.

2. Grant of License and Number of Devices. Upon payment in full, P22 grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license, to use the P22 distributed software for use on a single device for personal or internal business use in accordance with the terms and conditions herein. A device is defined as a computer, printer, character generator, server or any other machine that uses P22 font data to rasterize letterforms. A License Extension is required if the font software is licensed for use on more than one device or more than one geographical location as follows:

- i. Multi-User License – license allowing use of the font software on two or more devices licensed by a single user or company with a location at a single site within the guidelines of this EULA. A site is defined as one geographical location. In most cases, a Multi-User License can be purchased at the time the basic font software license is purchased and is indicated by the number of licensed devices listed on the receipt.
- ii. Multi-Site (corporate) License – License allowing use of the font software on two or more devices licensed by a single user or company at more than one geographical location. A Multi-Site License must be purchased directly from P22 or through an authorized P22 font reseller with the express consent of P22.
- iii. Enterprise License- A license that covers the installation of the font software by the End User and accommodates uses by the Third party users in conjunction with the End User's project. Enterprise licenses must be purchased directly from P22 or through an authorized P22 Font reseller with the express consent of P22.
- iv. Laptop Use- A laptop, iPad, or portable device is considered a single device and is associated primarily with the licensed location. Simply working offsite on a laptop is permissible in the basic license and is regarded as an extension of the "site". However, work transported from one distinct network to another distinct network, via a laptop, requires each network to be licensed properly.

2a. Copying of the Software. One copy of the font software may be made for back-up and archival purposes only. The End User is responsible for the back-up copy.

2b. Transfer. You may transfer the original software license to another party provided that all materials, including this software and back-up copy, are transferred. All copies must be removed from the originating end user's (your) device. P22 must be notified when this transfer takes place and the

recipient must agree to the licensing terms and conditions contained in this agreement. This will constitute a transfer of the license to the new user.

A single software license cannot be transferred to multiple users; only the original license can be transferred from one user to a comparable user.

2c. Font Modification. The font may not be modified without the written consent of P22. The modified font software may not be sold or distributed, unless under special arrangement and consent of P22.

3. Fair Use and Restrictions. This P22 software license is intended to accommodate personal use and limited commercial and professional uses as defined below. The use of P22 Illustrative elements or images (also known as "dingbats", "extras", "ornaments") to create logos and other artwork to be used on product for sale, packaging, store signage and displays and other professional and commercial design materials other than personal project use requires a license extension.

3a. Uses covered by this agreement include (all uses require the purchase of the appropriate User License):

- Logos designed for self-promotion or for in-house business use. If logos are integrated within retail packaging, entertainment promotion uses or within branding materials for large-scale applications, then additional licensing is required.
- Use for advertising campaigns, marketing collateral, retail packing, product tags and store signage. All uses must be considered non-branding
- printed book and magazine publishing
- limited printed merchandise production where the P22 font is not the principle design element and the production is less than 20,000 impressions. This includes apparel, glassware, stationery products, artwork and photography. If you are a service bureau or a promotions business that offers product services to end users, you will require a commercial upgrade.
Commercial and Other Uses that require a licensing upgrade
- Large Scale Branding Campaigns - the use of font software to create logo designs or other artwork for retail packaging, signage and other large scale campaign materials where the font is incorporated within a brand name or product name and the number of impressions is greater than 100,000.
- Corporate Logo, Identity and Style Guide inclusion.
- Entertainment Promotion uses including TV and Cable Broadcast and Film Production. Uses include merchandising, titles, credits, signage and promotional items created in relation to a film project or TV broadcast.
- Product Design and Merchandising Uses that incorporate the P22 font as the principle design element. Uses include, but are not limited to, alphabet and letterform related products such as scrapbooking alphabets, rubberstamps, refrigerator magnets, house numbers, stencil kits, decals, printed goods and other forms of digital art.
- Personalized Product Design and Web Browser Applications - if you offer customized product design, including social stationery, monogramming, photography captioning and other promotions services,

you will need a commercial license upgrade.

- ePubs
- Mobile Apps
- Other OEM and Electronic Device Embedding Uses that integrate, embed or distribute the P22 Software within hardware or software devices including: kiosks, video games, gaming devices, embroidery and sewing machines and other software.
- Server based and Web Browser Applications that use the font(s) as part of a dynamic text interface – additional licensing available at <http://www.p22.com>

3b. Website usage Use of the font software with the CSS @fontface rule is not covered by this license and requires a webfont license. Further restrictions include the use of the font software within server based or web browser applications that use the font(s) as part of a dynamic text interface, including Flash-style animations and the use of the font with web text replacement technologies such as Cufon and sIFR. In these cases a special license is required. These inquiries are considered on a per case basis and require the permission and written consent of P22 and are subject to additional licensing fees at the discretion of P22. You may use the font software to create static graphic images (GIF, JPG, PNG) for display on webpages. The images must be non-editable and may not be made available for download or used as part of an interface for a server-based or web browser applications. The distribution and sale of such images is strictly prohibited.

3c. Client Work and Agencies. At the time of purchase, you or your business is the registered user of the font software. If you are purchasing the font to use within a client campaign, the appropriate commercial license extension is required if the usage is not covered by this license. The same applies to multiple clients. If the client requires the font software, they will be required to purchase a software license to accommodate the appropriate number of users. If any freelancers, 3rd party users or independent contractors require the font during the course of a campaign and are not covered under this license, they are required to purchased a software license.

4. Font Embedding - The basic P22 software license allows only for the embedding of P22 font software within non-editable, non-commercial electronic documents with view and print rights only. The font must be subset so that the entirety or a substantial amount of the characters is not embedded. If the fonts can be fully or partially extracted, or if the recipient of the electronic document can edit, alter, modify or create a new document using the font software, an additional embedding license is required to account for each recipient of the document and font file(s).

4a. Printer Use - if you are providing the font software to a commercial printer/service bureau, the printer/service bureau will require the purchase of the appropriate license. However, you are permitted to embed the font software within a non-editable PDF with print and view rights for printing purposes only provided that the font software is secured, subset and does not allow the editing, modification or alteration of the font.

4b. Application and Electronic Device embedding - you are permitted to use the font software to embed static graphic images such as GIF, JPEG or PNG within mobile apps and ePub software, electronic devices and commercial PDFs provided that the font software is converted to a (rasterized), that the app or device is distributed in a secure format and the text is non-editable with view and print

rights only. If the use of the font software in such materials embodies the primary design function or value of the app or product, a license extension is required.

5. Font Modification. Licensee may not modify the font or make derivative works based on the font without the written consent of P22.

6. Distribution. This font software may only be distributed by P22 and authorized distributors. It is unlawful to distribute the font software and/or make the font software publicly available via and not limited to the internet, download, LAN/WAN network, email or physical media.

7. Copyright/Ownership. This software and accompanying documentation are copyrighted and contain intellectual property information owned by P22 and protected by the Digital Millennium Copyright Act (DMCA), 17 USC Â§ 512. You may not make or distribute copies of this software or accompanying documentation without the express written consent of P22.

8. Design Credit. You agree to credit P22 type foundry, Inc. as the trademark and copyright owner and creator of the P22 Fonts, in the following manner: ©(year) (Font Name), All Rights Reserved P22 type foundry, Inc. <http://www.p22.com>, wherever and whenever design production or any other credits are shown.

9. Disclaimer and Limited Warranty. P22 warrants that the font software is free of errors and will be replaced within 90 days of purchase in the event of defective media. If failure of the font software results from accident, abuse, or neglect, P22 assumes no responsibility to replace the software. THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND P22 SPECIFICALLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN ADDITION, P22 DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR THE WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. THE ENTIRE RISK AS A RESULT OF THE PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE USER.

10. Update Policy. At the option of P22, there may be an updated version of the software available for a nominal fee, which will be offered to registered users.

11. Purchaser's Indemnity. You agree to inform any person (family member/partner/employee/co-employee/employer) having access to the P22 Software and copies thereof, of the terms and conditions of this Standard License Agreement and to ensure that these terms and conditions are abided. You agree to indemnify and hold P22 harmless from any and all claims, liabilities, and costs including attorney's fees, arising out of your breach of this agreement or promises you made. If these terms are not agreed to and respected, P22 reserves the right to revoke Grant of License.

12. Construction. This agreement is governed by and constructed in accordance with the laws of the State of New York. All disputes between P22 and the end user, whether or not arising hereunder, shall be conducted within the courts and jurisdiction of the Eastern District Court, New York. Please register your fonts. If you have purchased your font(s) directly from P22, you have been automatically registered. If you ordered your font from an authorized P22 reseller, please keep a record of the time and place of the purchase.

13. Termination. P22 reserves the right to terminate this agreement immediately if you (the end user) fail to comply with the terms set forth in this agreement. Upon termination, you must remove the font software from all devices, including all documentation and back-up software.

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For further information: <http://www.p22.com>

V. 1.2014