

JTT Products Licence Agreement

1. Introduction. This Agreement is a legal document which sets out your rights and obligations, and those of Jeremy Tankard Typography Limited (“JTT”, “we” or “us”), in relation to the software and fonts which you may agree to license from us (collectively, “JTT Products”). You must take the time to read and understand it, before agreeing to license any of the JTT Products. By signifying your agreement to this document, or by installing or using any JTT Product, you accept that you are entering into a contract with us on the terms of this Agreement.

2. Grant of Licence. In consideration of you paying the fees which are specified for the relevant JTT Product(s) (the “Fees”), we license you to use (a) the font software (the “Software”), and (b) our fonts (the “Fonts”), which we make available to you in return for your agreement to pay those Fees. The licence which we grant to you is (a) non-exclusive, (b) personal, meaning that it is granted only to the person or entity which initially licenses the JTT Products from us, and may not be shared with or transferred to any other person or entity, and (c) limited, in that it permits the Software and the Fonts to be used only on or through the number of devices, whether networked or stand-alone, specified by us (and agreed to by you) in the course of your agreeing to license them; see Clause 4 below for more details about this. Where you license JTT Products for use by an entity, you undertake that (a) you are entitled to license them on behalf of the entity, (b) the entity will be bound to this Agreement in the same way as you, and (c) this Agreement will accordingly be enforceable both against you and the entity.

Certain of our licensees are licensed JTT Products under a licence agreement which we have entered into with another entity, which allows associated persons and entities to be provided with access to the relevant JTT Products. These agreements may contain scope of use restrictions, which allow the JTT Products to be used only for certain purposes, and other restrictions. If you are licensing JTT Products in such circumstances, you must ensure that you (and any entity for which you license the JTT Products) complies with each of the relevant restrictions.

3. Some Definitions. In this Agreement:

(a) “font” includes typeface, bitmap and any technol-

ogy resulting in a representation thereof;

(b) “use” means (a) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (b) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;

(c) “networked” includes any form of connectivity, whether wired or wireless, and whether through a client/server arrangement or otherwise;

(d) “device” means any item through which it is possible to give commands which are capable of being responded to by any part of the JTT Products;

(e) “Maximum Usage” means the maximum number of uses which you are authorised for, either at the time you initially license the JTT Product(s), or as a result of an extension to the number of Maximum Users granted by us in accordance with this Agreement;

(f) “work” includes any form of visual representation, whether textual, graphical or otherwise; and

(g) “entity” includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.

4. Maximum Usage. For example, if you obtain a 1 to 5 device Maximum Usage licence, there must be no more than the following:

(a) 5 separate copies of the Software and Fonts available for use on separate devices (such as on the hard drives of a personal or laptop computer); or instead, where devices are networked,

(b) 5 devices capable of making any use of the Software or the Fonts at any time, whether by means of a centrally-held copy or otherwise.

Irrespective of how you license JTT Products from us (whether online, or through some other direct or indirect contact with us), a CD master bearing the JTT Products will be sent to you by a method which requires a signature to be provided at the recipient address. The CD will show, in the documentation which is inserted with it, the Maximum Usage for which you have been licensed in respect of the relevant JTT Products. If you increase the Maximum Usage by agreement with us, then in return for the payment of the relevant Fees we will send you replacement documentation stating that increased licensed Maximum Usage. You must ensure that the replacement documentation is retained with the CD. For the avoidance of doubt, Maximum Usage levels apply to each separate JTT Product, so that (for exam-

ple) if you wish to use two different JTT Products on 5 devices, you must be licensed for 5 device Maximum Usage in respect of both JTT Products. Please also note that the non-arrival for any reason of a CD, or any replacement documentation, sent by us does not affect your Maximum Usage rights and obligations, which will remain at the level agreed between you and us; the CD and documentation simply serve to provide a tangible representation of the relevant Maximum Usage levels.

5. Intellectual Property. You acknowledge and agree that:

- (a) we (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and
- (b) we own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them.

Separately and together, the JTT Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us.

6. Copying of JTT Products. No copying or distribution of any of the JTT Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of JTT Products include the same copyright and other proprietary notices as appear on the original JTT Products which we make available. All copies of the JTT Products, including those contained on the CD we send to you, must be kept under your exclusive control.

7. Use of Fonts. You may use a Font in a work which is accessible by electronic means (including, without limitation, through the Internet, in any networked form, or recorded on any form of storage medium, such as a CD-ROM) only if:

- (a) the work is in a form which permits it only to be viewed and printed, and not to be copied, modified or adapted; and
- (b) the relevant Font is in a non-editable form.

For the avoidance of doubt, and without prejudice to the above, you may include a Font in a hardcopy work in which it is fixed, so that it is incapable of being edited, modified or adapted, and is only capable of being copied by analogue photocopying means.

8. Decompilation. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the JTT Products, provided, however, that if you are in a member state of the European Community or any other state which grants these rights, you may decompile the Software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by us to you upon written request).

9. No Cooling Off Period. Where you license JTT Products from us through our web-site, and they are made available for download by you, (a) we will send you a CD containing the JTT Products you have licensed online, confirming the Maximum Usage you have licensed, but (b) there is no right to cancel this Agreement during the cooling-off period which is provided for certain purchases under the Consumer Protection (Distance Selling) Regulations 2000 from the time when we make the JTT Products available for download by you. Similarly, where we do not make JTT Products available for download by you, but send you the JTT Products you have licensed only by CD, the right to cancel this Agreement is (in accordance with those Regulations) lost when the CD is removed from the box in which it is contained.

10. Your Details. You undertake to register for the JTT Products using accurate and current information about yourself – including your correct name, address and any other requested details. If you provide details of a credit, debit or charge card for the payment of Fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. Unless you advise us otherwise, we will use your contact information to contact with you by post and/or email with (a) support information concerning the JTT Products, and (b) information about similar good and services which we may license from time to time.

11. Data Protection. We will treat the personal data you provide to us in accordance with the Data Protection Act 1998, and otherwise in accordance with the law. We will not keep your personal data after the termination of this Agreement.

12. Warranty. We warrant that the Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Software to you. To make a warranty claim, you must, within the ninety (90) day warranty period, return the Software to us together with proof of your purchase of the JTT Products, and adequate proof that the Software has failed to satisfy the above warranty. In any event, our entire liability shall be to refund to you the Fees you paid for the JTT Products. We give no warranty or undertaking that the JTT Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that the application you intend to use with the JTT Products supports the Microsoft/Adobe OpenType font format; you may need to check with the application's manufacture on this point. No warranty is given concerning the performance of or results you may obtain by using the JTT Products.

13. Fees.

(a) You acknowledge that we are entitled to alter the amount or the basis of the calculation of our Fees from time to time, provided that such amount or basis is clearly stated at the time when you agree to take the relevant JTT Products.

(b) We may add new or ancillary services from time to time which require the payment of fees – either to us or a nominated third party – on terms which will be provided to you at the time.

14. Disclaimer and Excluded loss. Your use of the JTT Products is entirely at your own risk. We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). JTT will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the JTT Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of

being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

15. Maximum liability. Without limiting the preceding Clause, the aggregate liability of JTT (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the Fees paid by you to us, regardless of the cause or form of action.

16. Non-excluded Liabilities. Nothing in this Agreement limits JTT's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

17. Audit. You acknowledge and agree, both for yourself and any entity which uses JTT Products, that we shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where JTT Products are apparently used, in order to determine your and/or such entity's compliance with this Agreement and our rights.

18. Termination. We shall be entitled to terminate the licence granted to you under Clause 2 above by notice sent to the contact email address or postal address you provided upon registering for the JTT Products, in the event:

of any serious breach of this Agreement by you or any entity which uses JTT Products you license from us; or
that you or any entity which uses JTT Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction. If this Agreement is terminated, you (and such entity) must destroy the original and any and all copies of the JTT Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

19. Assignment. We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of JTT

assign or dispose of this Agreement, or the licence granted under this Agreement.

20. Entire Agreement. This Agreement is intended to contain your entire agreement with us relating to the JTT Products; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to the JTT Products, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

21. Severability. In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

22. Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

23. Keeping this Agreement. We don't separately file the individual Agreements entered into by members when they register for the JTT Products. You can access it at www.typography.net/info/Licence_Agreement.pdf. If you license JTT Products online, please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered only in English.

24. Contact. We are a company registered in England under registration no. 04706912. You can correspond with us at the address specified on contact page of www.typography.net, or by email to info@typography.net. Information about us and JTT Products can be obtained at www.typography.net.